



Avera Sacred Heart Hospital
Medical/Surgical Patient Room Renovation
501 Summit St.
Yankton, SD 57078

SCOPE REVISION 11-25-12


~~4-16-2014~~

Facility Development
(605) 322-7802
Avera McKennan - Plaza II
1325 S. Cliff Ave
Sioux Falls, SD 57117

ARCHITECT

I hereby certify that this plan, specification, and/or report was prepared by me or under my direct supervision and that I am a duly Licensed Architect under the laws of the State of South Dakota.

Print Name: Garrett Peters

Signature: 

Registration #: 8536

Date: 10-09-14



DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

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26 2416.....	Panelboards
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26 2816.....	Enclosed Switches and Circuit Breakers
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26 5100.....	Interior Lighting

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END OF SECTION

Project: Medical/Surgical Patient Room Renovation

Owner: Avera Sacred Heart Hospital
501 Summit St.
Yankton, SD 57078

Bids for the construction work for the project named above will be received by Jacob Bunde on behalf of the St. Michael's Hospital Avera on **6-25-2014 before 3:00** Central Standard Time, in accordance with Construction Documents prepared by:

Avera
Jacob Bunde, Facility Architect
1325 S. Cliff Ave
Sioux Falls, SD 57117
605-322-7802

The Drawings and other contract documents may be examined at the following places:

Plaza II
Facility Development Office
1325 S. Cliff Ave
Sioux Falls, SD 57117

Copies and/or PDF disc may be obtained by:

Contacting jacob.bunde@avera.org

The Owner reserves the right to waive any informality or to reject any or all bids and to accept a bid, which in the Owner's judgment is in the Owner's best interest.

Bids shall be submitted in writing using the Bid Form contained in the specifications. **Email bids will be accepted at jacob.bunde@avera.org** up to the time of bidding and will be held in confidence. Such bids must be verified in writing within 72 hours after the bid time to be valid.

Bidders shall carefully examine entire contents of Contract Documents prepared for the work to become thoroughly familiar with all requirements. Bidders shall visit the construction site to obtain first-hand knowledge of existing conditions, including existing utilities and services, obstacles, which may be encountered, and all other conditions relative to the work to be performed. Contractors shall not receive extra payments for conditions that can be determined by examining the site and the contract documents.

No bidder may withdraw his bid within 30 days after the actual date of the opening thereof.

END OF SECTION

1. CONTRACTOR'S LICENSE

Subject to the provisions of South Dakota state law (____), bidders must hold a valid South Dakota Contractor's License of the proper class. Such license shall have been in effect for at least ten (10) days prior to the scheduled bid opening. License shall be valid for the highest amount of the Bidder's total bid combination, including all alternates. Any bid submitted without this information properly included (according to the Invitation for Bids) may be rejected without further consideration.

2. PROJECT REPRESENTATIVES

The Owner/Architect:

Avera
Jacob Bunde, Facility Architect
1325 S. Cliff Ave
Sioux Falls, SD 571117
605-322-7802

3. SUBSTITUTIONS

To obtain approval to use unspecified products, bidder shall submit in writing. Any products that are approved for use in the Work according to this provision will be identified in an Addendum.

4. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

Bidders shall carefully examine all bidding documents, Drawings (including Addenda) and the construction site to obtain first-hand knowledge of existing conditions.

5. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

Bidder shall examine the site and local conditions, and shall promptly report errors, inconsistencies, or ambiguities to the Architect.

Bidders and sub-bidders who required clarifications or interpretations of the documents shall send an email to the Architect sufficiently in advance of the bid date to allow for written interpretations.

6. ADDENDA

Direct all questions about the work to the Architect. Written replies will be issued to all prime bidders of record as Addenda, and shall become part of the Work. The Owner, Architect and/or Engineers will not be bound by nor responsible for oral clarifications. Questions received within 48 hours before bid opening may not be answered.

7. BID PREPARATION

Bids shall be submitted on one unaltered copy, identical to the form included with the bid documents. All blanks shall be filled in by typewriter or legible writing. Sums shall be expressed as numbers and words. The amount written in words shall govern.

8. SUBMISSION OF BIDS/REQUIRED EXHIBITS

Bid envelope contents:

- a. One complete copy of the Bid Form
- b. Signatures
- c. Copy of Contractor's License or Certificate of Renewal.

Bidders may withdraw bids at any time before bid opening.

9. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the Owner to employ personnel without discrimination.

10. REJECTION OF BIDS

Owner reserves the right to reject any or all bids.

The Owner reserves the right to disqualify any bid upon evidence of collusion or other unlawful practices by the bidder.

11. ACCEPTANCE OF BIDS (CONTRACT AWARD)

It is the intent of the Owner to award Contracts to the responsible bidder with the best value within the allowable budget, on the basis of a combination of base and alternate bids which give the most complete desired project. At the Owner's option, requested alternate bid work may be incorporated in the Contract.

The Owner reserves the right to accept any bid, and to reject any or all bids for good cause, or to negotiate Contract terms with the chosen bidders when such is deemed by the owner to be in its best interest. Each bidder shall be prepared, if so requested by the Owner, to present evidence of qualifications and financial ability to carry out the terms of the Contract.

12. EXECUTION OF AGREEMENT

Form of the Contract will be **Avera Sacred Heart Hospital A101–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

13. NOTICE TO PROCEED

Successful bidders will have access to the project site immediately upon Notice to Proceed.

END OF SECTION

SECTION 002113 - INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. AIA Document A701, "Instructions to Bidders," is hereby incorporated into the Procurement and Contracting Requirements by reference.

1. A copy of AIA Document A701, "Instructions to Bidders," is bound in this Project Manual.

END OF SECTION 002113

SECTION 002213 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1.1 INSTRUCTIONS TO BIDDERS

- A. Instructions to Bidders for Project consist of the following:

1. AIA Document A701, "Instructions to Bidders[."
2. The following Supplementary Instructions to Bidders that modify and add to the requirements of the Instructions to Bidders.

1.2 SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, GENERAL

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

1.3 ARTICLE 1 - DEFINITIONS

1.4 ARTICLE 2 - BIDDER'S REPRESENTATIONS

- A. Add Section 2.1.3.1:

1. 2.1.3.1 - The Bidder has investigated all required fees, permits, and regulatory requirements of authorities having jurisdiction and has properly included in the submitted bid the cost of such fees, permits, and requirements not otherwise indicated as provided by Owner.

- B. Add Section 2.1.5:

1. 2.1.5 - The Bidder is a properly licensed Contractor according to the laws and regulations of Tyndall, SD and meets qualifications indicated in the Procurement and Contracting Documents.

- C. Add Section 2.1.6:

1. 2.1.6 - The Bidder has incorporated into the Bid adequate sums for work performed by installers whose qualifications meet those indicated in the Procurement and Contracting Documents.

1.5 ARTICLE 3 - BIDDING DOCUMENTS

- A. 3.2 - Interpretation or Correction of Procurement and Contracting Documents:

1. Add Section 3.2.2.1:

- B. 3.4 - Addenda:

1. Delete Section 3.4.3 and replace with the following:

- a. 3.4.3 - Addenda may be issued at any time prior to the receipt of bids.

2. Add Section 3.4.4.1:

- a. 3.4.4.1 - Owner may elect to waive the requirement for acknowledging receipt of 3.4.4 Addenda as follows:

- 1) 3.4.4.1.1 - Information received as part of the Bid indicates that the Bid, as submitted, reflects modifications to the Procurement and Contracting Documents included in an unacknowledged Addendum.
- 2) 3.4.4.1.2 - Modifications to the Procurement and Contracting Documents in an unacknowledged Addendum do not, in the opinion of Owner, affect the Contract Sum or Contract Time.

1.6 ARTICLE 4 - BIDDING PROCEDURES

A. 4.1 - Preparation of Bids:

1. Add Section 4.1.1.1:

- a. 4.1.1.1 - Printable electronic Bid Forms and related documents are available from [Architect]

2. Add Section 4.1.8:

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

3. Add Section 4.1.9:

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

4. Add Section 4.1.10:

- a. 4.1.10 - Bids shall include sales and use taxes. Contractors shall show separately with each monthly payment application the sales and use taxes paid by them and their subcontractors in the form indicated. Reimbursement of sales and use taxes, if any, shall be applied for by Owner for the sole benefit of Owner.

B. 4.3 - Submission of Bids:

1. Add Section 4.3.1.2:

- a. 4.3.1.2 - Include Bidder's Contractor License Number applicable in Project jurisdiction on the face of the sealed bid envelope.

C. 4.4 - Modification or Withdrawal of Bids:

1. Add the following sections to 4.4.2:

- a. 4.4.2.1 - Such modifications to or withdrawal of a bid may only be made by persons authorized to act on behalf of the Bidder. Authorized persons are those so identified in the Bidder's corporate bylaws, specifically empowered by the Bidder's charter or similar legally binding document acceptable to Owner, or by a power of attorney, signed and dated, describing the scope and limitations of the power of attorney. Make such documentation available to Owner at the time of seeking modifications or withdrawal of the Bid.
- b. 4.4.2.2 - Owner will consider modifications to a bid written on the sealed bid envelope by authorized persons when such modifications comply with the following: the modification is indicated by a percent or stated amount to be added to or deducted from the Bid; the amount of the Bid itself is not made known by the modification; a signature of the authorized person, along with the time and date of the modification, accompanies the modification. Completion of an unsealed bid form, awaiting final figures from the Bidder, does not require power of attorney due to the evidenced authorization of the Bidder implied by the circumstance of the completion and delivery of the Bid.

D. 4.5 - Break-Out Pricing Bid Supplement:

1. Add Section 4.5:

- a. 4.5 - Provide detailed cost breakdowns[on forms provided] no later than two business days following Architect's request.

E. 4.6 - Subcontractors, Suppliers, and Manufacturers List Bid Supplement:

1. Add Section 4.6:

- a. 4.6 - Provide list of major subcontractors, suppliers, and manufacturers furnishing or installing products[on forms provided] no later than [two] <Insert number> business days following Architect's request. Include those subcontractors, suppliers, and manufacturers providing work totaling [three] <Insert number> percent or more of the Bid amount. Do not change subcontractors, suppliers, and manufacturers from those submitted without approval of Architect.

1.7 ARTICLE 5 - CONSIDERATION OF BIDS

A. 5.2 - Rejection of Bids:

1. Add Section 5.2.1:

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

1.8 ARTICLE 6 - POSTBID INFORMATION

A. 6.1 - Contractor's Qualification Statement:

1. Add Section 6.1.1:

- a. 6.1.1 - Submit Contractor's Qualification Statement no later than [two] <Insert number> business days following Architect's request.

B. 6.3 - Submittals:

1. Add Section 6.3.1.4:

- a. 6.3.1.4 - Submit information requested in Sections 6.3.1.1, 6.3.1.2, and 6.3.1.3 no later than [two] <Insert number> business days following Architect's request.

1.9 ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

A. 7.1 - Bond Requirements:

1. Add Section 7.1.1.1:

- a. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

B. 7.2 - Time of Delivery and Form of Bonds:

1. Delete the first sentence of Section 7.2.1 and insert the following:

- a. The Bidder shall deliver the required bonds to Owner no later than [10] days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2. Delete Section 7.2.3 and insert the following:

- a. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

1.11 ARTICLE 9 - EXECUTION OF THE CONTRACT

A. Add Article 9:

1. 9.1.1 - Subsequent to the Notice of Intent to Award, and within [10] days after the prescribed Form of Agreement is presented to the Awardee for signature, the Awardee shall execute and deliver the Agreement to Owner through [Ar chitect] in such number of counterparts as Owner may require.
2. 9.1.2 - Owner may deem as a default the failure of the Awardee to execute the Contract and to supply the required bonds when the Agreement is presented for signature within the period of time allowed.
3. 9.1.3 - Unless otherwise indicated in the Procurement and Contracting Documents or the executed Agreement, the date of commencement of the Work shall be the date of the executed Agreement[or the date that the Bidder is obligated to deliver the executed Agreement and required bonds to Owner].
4. 9.1.4 - In the event of a default, Owner may declare the amount of the Bid security forfeited and elect to either award the Contract to the next responsible bidder or re-advertise for bids.

END OF SECTION 002213

TO: Avera
Attn: Jacob Bunde
1325 S. Cliff Ave
Sioux Falls, SD 57117
jacob.bunde@avera.org

Pursuant to and in compliance with the Notice to Bid and the proposed Contract Documents relating to the work of:

Project: Avera Sacred Heart Hospital
Medical/Surgical Patient Room Renovation
501 Summit St.
Yankton, SD 57078

Including Addenda numbered: _____, _____, _____, _____, _____, _____

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposed and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing any and all labor and materials and to do all of the work required to construct and complete said work in accordance with the Contract Documents, for the sum of money stated in this Bid Form.

I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and not be withdrawn for a period of thirty (30) days from the date prescribed for its opening.

Bidder agrees to perform all work identified on the Drawings, to abide by Conditions of the Contract, and further to coordinate work of all sub-contractors for the total sum of:

_____ Dollars
(\$_____)

ALTERNATES:

Proposed amounts for Alternates stated hereafter include net changes from Base Bid, as set forth above:

Alternate #1: _____

VOLUNTARY COST-SAVINGS ALTERNATES:

We have listed below voluntary cost-savings alternates the Owner may wish to consider. We understand that these items may be used in the determination of the successful low bidder and agree to provide the indicated work as described for the cost reductions indicated.

AGREEMENT:

Bidder agrees to commence work under this Contract on or before a date specified in the written Notice to Proceed by the Owner and to fully complete the Bid Package Work according to the Construction Schedule.

CORPORATION/COMPANY:

BY:

POSITION:

ADDRESS:

CITY, STATE, ZIP

TELEPHONE:

FAX:

EMAIL:

END OF SECTION



Jim Venker, AIA - Director of Construction Services, 704.816.5375

jim_venker@premierinc.com

Donna Craft, RN - Regional Construction Manager, 704.816.5593

donna_craft@premierinc.com

Ken Konopasek - Regional Manager Construction Manager, 704.816.5196

ken_konopasek@premierinc.com

Steve Sawyer, Director of Facilities Product Planning, 704.733.5792

steve_sawyer@premierinc.com

Construction Agreements - January 2013

Products	Division Number	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-Mail
Construction Services (approved national "general contractor/construction management firms")	00 00 00	PP-FA-334	05/1/2012	04/30/2015	Heery International, Inc.	Michael Tomy	404-881-9880 x 2450	MTomy@heery.com
		PP-FA-338	05/1/2012	04/30/2015	Zak Companies	Linda Marie Grawl	314.822.5242	lmgrawl@zakcompanies.com
		PP-FA-335	05/1/2012	04/30/2015	Rodgers Builders, Inc.	James Clayton	704.537.6044	jclayton@roddersbuilders.com
		PP-FA-337	05/1/2012	04/30/2015	Tyler 2 Construction	Dale Fite	704 714 6004	DFite@tyler2construction.com
		PP-FA-331	05/1/2012	04/30/2015	Jones Lang LaSalle	John Healy	404.995.2122	john.healy@am.ill.com
		PP-FA-336	05/1/2012	04/30/2015	Stantec Consulting Services	Pat Faulkner	980.297.7694	pat.faulkner@stantec.com
Construction Architectural Design Firms	00 00 00	PP-FA-291	10/01/2011	04/30/2014	Bahr Architects Inc	Phillip Bahr	415.398.4060	philb@bahrachitects.com
		PP-FA-292	10/01/2011	04/30/2014	Beck Group	Dominick Calabrese	214.303.6265	N/A
		PP-FA-293	10/01/2011	04/30/2014	ESa Architects	Tara Myers	615.329.9445	taram@esarch.com
		PP-FA-294	10/01/2011	04/30/2014	FKP Architects	Rick Harris	713.621.2100	rharris@fkp.com
		PP-FA-295	10/01/2011	04/30/2014	FreemanWhite	Frank Brooks	704.523.2230 x 2326	fbrooks@freemanwhite.com
		PP-FA-296	10/01/2011	04/30/2014	Heery International Inc	Michael Tomy	404.881.9880	mtomy@heery.com
		PP-FA-297	10/01/2011	04/30/2014	LS3P Associates LLC	William Drennan	704.333.6686 x 7889	williamdrennan@ls3p.com
		PP-FA-298	10/01/2011	04/30/2014	Matocha Associates	Jeffrey Baity	630.530.2300 x 257	jbaity@matocha.com
Equipment Planning, Procurement, Installation and Transition Planning Services	00 00 00	PP-FA-299	12/01/2011	04/30/2014	Bahr Architects Inc	Phillip Bahr	650.329.0900	philb@bahrachitects.com
		PP-FA-300	12/01/2011	04/30/2014	Cazador LLC	Thomas Brown	616.502.9366	thomas.brown@cazador.biz
		PP-FA-301	12/01/2011	04/30/2014	Cornerstone Equipment Planning Associates LLC	Doug Lieberman	215.836.1191	doug.lieberman@cepaco.com
		PP-FA-302	12/01/2011	04/30/2014	Equipment Collaborative	Andy Lewis	713.821.9366	alewis@eqcollaborative.com
		PP-FA-303	12/01/2011	04/30/2014	Faithful Gould	Dave Scott	312.612.6306	dave.scott@fgould.com
		PP-FA-306	12/01/2011	04/30/2014	Medical Equipment Resources & Consulting	Wade Byerly	817.337.2772	wbyerly@medicalequiprc.com
		PP-FA-307	12/01/2011	04/30/2014	Mitchell Associates	Ben Riestra	847.412.0300	briestra@mitchellplanning.com
		SD-FA-019	07/01/2012	04/30/2014	KR Wolfe	Hannah Wilner	619.328.1544	hannah@krwolfe.com
Roofing Products, Systems and Services (includes: waterproofing products/installation)	07 00 00	PP-FA-341	06/01/2012	05/31/2015	The Garland Company	Eric Younkin	440-829-7700	eyounkin@garlandind.com
		PP-FA-342	06/01/2012	05/31/2015	Tremco Incorporated and Weatherproofing Technologies, Inc.	Russ Sylvester	719.522.2440	isylvester@tremcoinc.com
		PP-FA-343	06/01/2012	05/31/2015	Team Roofing	Michael Miller	336.750.0750	michael.miller@teamroofinginc.com
		PP-FA-344	06/01/2012	05/31/2015	Nations Roof LLC	Randy Axelson	312.371.3021	raxelson@nationsroof.com
		PP-FA-345	06/01/2012	05/31/2015	Simon Roofing Products	Cynthia Strunk	440.248.0220	cstrunk@simonroofingproducts.com
Flooring Products and Services	09 00 00	PP-FA-372	01/1/2013	11/30/2015	Forbo Flooring	Tim Brown	302.419.8492	tim.brown@forbo.com
		PP-FA-373	01/1/2013	11/30/2015	GrantiFiandre	Srini Rao	713.869.0800	srini@granitiventia.com
		PP-FA-374	01/1/2013	11/30/2015	Johnsonite	Mark Bischoff	412.607.3742	mark.bischoff@johnsite.com
		PP-FA-375	01/1/2013	11/30/2015	Mannington Commercial, Inc	Mark Huxta	484.571.4051	mark.huxta@mannington.com
		PP-FA-376	01/1/2013	11/30/2015	Mondo America, Inc	Garret Davelaar	800.361.3747	gdavelaar@mondousa.com
		PP-FA-377	01/1/2013	11/30/2015	Shaw Industries, Inc.	Paul Young	770.387.7844	paul.young@shawinc.com
		PP-FA-378	01/1/2013	11/30/2015	Tandus, Inc. (C&A)	Joe Martere	860.866.7250	jmartere@tandus.com
		SD-FA-021	01/1/2013	11/30/2015	Pawling Corporation	Heather Coldrick	800.431.3456 Ext 6680845	HColdrick@Pawling.com
		Gypsum Board / Drywall	09 00 00	PP-FA-215	09/1/2010	08/31/2013	USG Corporation	Christine Skelton
Ceiling Tiles / Panels and Systems	09 00 00	PP-FA-216 AS-FA-216	09/1/2010	08/31/2013	USG Corporation	Christine Skelton	312.436.5787	cskelton@usg.com
Paint and Related Sundries	09 00 00	PP-FA-209	03/01/2010	02/28/2013	Glidden Professional Paint Center (formerly ICI Paints)	Wayde Hayley	416.557.8386	wayde.hayley@akzonobel.com
		PP-FA-210 AS-FA-210	03/1/2010	02/28/2013	PPG Industries	Marty Greenwell	502.290.4337	marty.greenwell@ppg.com
		PP-FA-211	03/1/2010	02/28/2013	Spartan Chemical Company Inc.	Jack Ellison	800-537-8990 x431	jellison@spartanchemical.com
Ice Machines and Water Dispensing Products and Services (includes: medical grade refrigerators & freezers)	12 00 00	PP-FA-274	07/1/2011	06/30/2014	Aramark	Jeff Lyons	704.287.3687	lyons-jeff@aramark.com
		PP-FA-272	07/1/2011	06/30/2014	Follett Corporation	Gary Gutman	800.523.9361	ggutman@follettice.com
		PP-FA-273 AS-FA-273	07/1/2011	06/30/2014	Scotsman	Alex Carayannopoulos	224.358.5533	alex.c@scotsman-ice.com
Food Service Equipment, Design, Procurement, and Installation	11 00 00	PP-DI-681	06/1/2011	05/31/2014	Supply America	Jameel Damlouji	318.524.1102 x101	jameel@supplyamericaonline.com
		PP-DI-680	06/1/2011	05/31/2014	Next Day Gourmet	Veronica Ballard	502.275.9644	vballard@nextdaygourmet.com
		PP-DI-590	04/1/2010	03/31/2013	Ali Group North America	Jennifer Ward	864.582.8111	jennifer.ward@bevair.com



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Construction Agreements - January 2013

Products	Division Number	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-Mail
Clinical Headwalls	10 00 00	PP-FA-206	04/1/2010	03/31/2013	Amico Corporation	Marco Acchione	905.764.0800	macchione@amico.com
		PP-FA-207	04/1/2010	03/31/2013	Hill-Rom	Diane Kessens	812-934-8338	diane.kessens@hill-rom.com
		PP-FA-208	04/1/2010	03/31/2013	Hospital Systems	Kathie Campbell	925.427.7800	kcampbell@hospitalssystem.com
Modular Casework, Storage Systems and Mobile Carts <i>(includes: various style carts "crash carts, etc.", wall/base cabinetry, modular casework, cabinets, adjustable shelving, tables) which can be used throughout all levels/depts. w/in a hospital.</i>	12 00 00	PP-FA-348	07/01/2012	06/30/2015	Lakeside Manufacturing	Brian Emmer	800.558.8565 x6479	bemmer@elakeside.com
		PP-FA-346	07/01/2012	06/30/2015	Herman Miller Inc.	Tom Oonk	616.654.8278	tom_oonk@hermanmiller.com
		PP-FA-347	07/1/2012	06/30/2015	InterMetro	Scott Davis	443.949.9229	c.scott.davis@emerson.com
		PP-FA-351	07/01/2012	06/30/2015	Steelcase Inc.	Scott Patton	614.309.7963	spatton1@steelcase.com
		PP-FA-350	07/01/2012	06/30/2015	Stanley InnerSpace	Dan Schroeder	800.467.7224	Dan.Schroeder@sbdinc.com
		PP-FA-349	07/01/2012	06/30/2015	Neocase	Jeffrey Lewis	336.778.2098	jeff@neocase.net
Exam Room Furniture	12 00 00	PP-AC-029	04/1/2011	03/31/2014	Midmark Corporation	Jerry Stahl	937.526.8338	jstahl@midmark.com
Furniture & Systems, Casegoods, Seating and Accessories <i>(includes: patient & hospitality textiles, draperies, tables, chairs, cubicle parts/pieces, dry erase boards, etc.)</i>	12 00 00	PP-FA-319	01/1/2012	12/31/2014	Stryker Medical	Shri Parikh	268.385.2600	shri.parikh@stryker.com
		PP-FA-311	01/1/2012	12/31/2014	Chromcraft	Matt Prochaska	662.560.1423	matt.prochaska@chromcraftcorp.com
		PP-FA-312	01/1/2012	12/31/2014	Durford Corporation	Jim Warren	601.922.4144	jwarren@durford.com
		PP-FA-313	01/1/2012	12/31/2014	Haworth, Inc.	Steven Knippen	630.806.5537	steven.knippen@haworth.com
		PP-FA-314	01/1/2012	12/31/2014	Herman Miller Inc.	Kathi Davis	704.277.6800	kathi.davis@hermanmiller.com
		PP-FA-315	01/1/2012	12/31/2014	The HON Company	Dana Merical	585.991.8693	mericald@hnicorp.com
		PP-FA-316	01/1/2012	12/31/2014	Krueger International, Inc (KI)	Kelli Plamann	920.468.2719	kelli.plamann@ki.com
		PP-FA-317	01/1/2012	12/31/2014	OFS	Mike Wagner	800.521.5381	mwagner@ofsbrands.com
		PP-FA-318	01/1/2012	12/31/2014	Steelcase Inc.	Scott Patton	614.309.7963	spatton1@steelcase.com
		SD-FA-018	01/1/2012	12/31/2014	NK Medical Products, Inc.	Joe Manzella	716.759.7200	jmanzella@nkmedicalproducts.com
Stainless Steel - Equipment, Storage Systems & Mobile Transport Carts (Medical & Non-Medical)	11 00 00	PP-FA-326	03/1/2012	02/28/2015	Lakeside Manufacturing	Brian Emmer	414.902.6479	bemmer@elakeside.com
		AS-FA-326						
Television Systems and Services	12 00 00	PP-FA-327	03/1/2012	02/28/2015	Pedigo Products Inc	Brenda Gillas	800.822.3501 x103	brenda.gillas@pedigo-usa.com
		PP-FA-237	03/1/2011	02/28/2014	Lodgenet Interactive Corporation	Kelly Boyd	605.988.1570	kelly.boyd@lodgenet.com
		PP-FA-239	03/1/2011	02/28/2014	MDM Commerical Enterprises Inc	Darlene Verderane	904.567.1125	darlene@mdmcommercial.com
		PP-FA-238	03/1/2011	02/28/2014	TB&A Hospital Television INC.	Tom Brunskole	800.288.7351	tom@hospitaltv.com
		PP-FA-240	03/1/2011	02/28/2014	Telehealth Services	Dan Nathan	919.772.8604	dan.nathan@telehealth.com
		PP-FA-241	03/1/2011	02/28/2014	Healthcare Information LLC	Rick Margraf	513.271.8100	rickmargraf@hci-tv.com
Reusable Textile and Textile Services	12 00 00	PP-FA-359	12/1/2012	11/30/2015	American Dawn Inc.	Mike Maloney	310.223.2000 x 3204	MMaloney@americandawn.com
		PP-FA-360	12/1/2012	11/30/2015	Encompass Group	Mike Justice	678.777.3981	mike.justice@encompassgroup.net
		PP-FA-361	12/1/2012	11/30/2015	Medline	Mark Parry	405.703.1576	mparry@medline.com
		PP-FA-363	12/1/2012	11/30/2015	Phoenix Textile	Scott Rodgers	800.325.1440 x 5752	srodgers@phoenixtextile.com
		PP-FA-363 AS-FA-363	12/1/2012	11/30/2015	Standard Textile	Norman Frankel	513.761.9255	nfrankel@standardtextile.com
High Density Mobile Storage Systems <i>(includes: wide breadth of high density shelving and storage systems. Storage systems include 2-3 drawer lateral file cabinets, bookcases, four-post and case-type shelving systems, artwork rack systems, etc.)</i>	10 00 00	PP-FA-330	04/1/2012	03/31/2015	Spacesaver Corporation	Jason Freeman	920.342.6824	jfreeman@spacesaver.com
		PP-FA-329	04/1/2012	03/31/2015	Montel Aetnastak, Inc.	John Plewa	321.777.0464 x240	jplewa@montel.com
Pneumatic Tube Systems and Services	14 00 00	PP-FA-260	05/1/2011	04/30/2014	SWISSLOG USA INC.	Charles Warren	303.373.7923	charles.warren@swisslog.com
Conveying Systems: Elevator, Escalator and other	14 00 00	PP-FA-354	11/1/2012	10/31/2015	Otis Elevator Company	Ed Sheya	916.427.5760	ed.sheya@otis.com
		PP-FA-356	11/1/2012	10/31/2015	Kone, Inc	Rudy Schmidt	201.262.0120	rudy.schmidt@kone.com
		PP-FA-355	11/1/2012	10/31/2015	ThyssenKrupp Elevator	Jeff Jaudes	800.824.9666	Jeff.Jaudes@thyssenkrupp.com
		PP-FA-234	02/1/2011	01/31/2014	OHIO MEDICAL CORPORATION	Christine Drewry	847.855.6320	christine.drewry@ohiomedical.com
Medical Gas Pipeline Equipment, Services and Accessories	22 00 00	PP-FA-233	02/1/2011	01/31/2014	ALLIED HEALTHCARE PRODUCTS INC.	Terri Workes	314.268.1605	workest@alliedhpi.com
		PP-FA-353	10/01/2012	09/30/2015	Tri-Dim Filter Co.	Duane Colwell	800.458.9835	d.colwell@tridim.com
Air Filtration Products	23 00 00	PP-FA-352 AS-FA-352	10/01/2012	09/30/2015	Koch Filter Corporation	Regina McAnally	502.634.6204	rmcanally@kochfilter.com
HVAC Equipment, Controls & Services	23 00 00	PP-FA-387	01/1/2013	12/31/2015	McQuay	Ernie Dominguez	512.517.1551	ernie.dominguez@mcquay.com
		PP-FA-386	01/1/2013	12/31/2015	The Trane Company	Kate Wickham	708.755.9801	Kate.Wickham@trane.com
		PP-FA-389	01/1/2013	12/31/2015	Phoenix Controls	Cheryl Laniewicz	303.273.1544	claniewicz@phoenixcontrols.com
		PP-FA-388	01/1/2013	12/31/2015	Lennox International, Inc	Ron Palmer	704.405.7755	ron.palmer@lennoxind.com
Total Building Environment Systems and Controls	23 00 00	PP-FA-381	01/1/2013	12/31/2015	Siemens Building Technologies, Inc	Linda Gorney	847.941.6404	linda.gorney@siemens.com
		PP-FA-380	01/1/2013	12/31/2015	The Trane Company	Kate Wickham	708.755.9801	Kate.Wickham@trane.com



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Products	Division Number	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-Mail
Water Treatment Products, Systems and Services	23 00 00	PP-FA-246	04/1/2011	03/31/2014	CHEM-AQUA	Calvin Crotwell	662.429.9592	calvin.crotwell@nch.com
		PP-FA-247	04/1/2011	03/31/2014	ECOLAB INC.	Jeffrey M Oloier	630.305.2882	joloier@nalco.com
		PP-FA-248	04/1/2011	03/31/2014	FREMONT INDUSTRIES INC	Greg Becker	913.962.7676	gbecker@fremontind.com
		PP-FA-249	04/1/2011	03/31/2014	GARRATT-CALLAHAN COMPANY	John Reseland	412.721.5292	jreseland@g-c.com
		PP-FA-250	04/1/2011	03/31/2014	GE CONSUMER INDUSTRIAL	Samir Patel	215.821.0886	Samir.Patel@ge.com
		PP-FA-251	04/1/2011	03/31/2014	NALCO COMPANY	Jeffrey M Oloier	630.305.2882	joloier@nalco.com
		PP-FA-252	04/1/2011	03/31/2014	PREMIER WATER ENERGY TECHNOLOGY INC	Julie Edwards	904.268.1152 X 112	jedwards@premierwater.com
		PP-FA-253	04/1/2011	03/31/2014	SOUTHWEST ENGINEERS	Ronnie Marx	985.643.1117	mailsw@southwestengineers.com
		PP-FA-254	04/1/2011	03/31/2014	US WATER SERVICES	Michael Groh	612.269.7384	mgroh@uswaterservices.com
Lamps, Ballasts & Fixtures	26 00 00	PP-FA-255	04/1/2011	03/31/2014	WATER ENGINEERING SERVICES INC	Damion Riera	917.656.9867	driera@weschemical.com
		PP-FA-256	05/1/2011	04/30/2014	ACUITY BRANDS	Len Costello	215.822.7980	leonard.costello@acuitybrands.com
		PP-FA-257	05/1/2011	04/30/2014	EARTHTRONICS INC	Kevin Youngquist	231.332.1188	keviny@earthtronics.com
		AS-FA-258	05/1/2011	04/30/2014	GENERAL ELECTRIC COMPANY	Peter Aftosmos	717.832.1189	peter.aftosmos@ge.com
Maintenance, Repair and Operations - Electrical	26 00 00	PP-FA-259	05/1/2011	04/30/2014	PHILIPS LIGHTING COMPANY	Robin Chapman	904.813.4291	Robin.Chapman@philips.com
		PP-FA-269	05/1/2011	04/30/2014	WESCO DISTRIBUTION INC.	Jeff Schott	704.658.5038	jschott@wescodist.com
		PP-FA-263	05/1/2011	04/30/2014	GRAYBAR ELECTRIC COMPANY INC	Tim Malone	781.329.2681	timothy.malone@graybar.com
		PP-FA-264	05/1/2011	04/30/2014	MAYER ELECTRIC SUPPLY CO	Andrew Long	704.529.0529	along@mayerelectric.com
		PP-FA-268	05/1/2011	04/30/2014	Hagemeyer North America (Sonepar)	Ray Brindley	843.745.2482	rbrindley@hagemeverna.com
Maintenance, Repair & Operations - General	General	PP-FA-262	05/1/2011	04/30/2014	Rexel Gexpro (IESC)	Kevin Barker	407.454.2990	kevin.barker@gexpro.com
		PP-FA-270	05/1/2011	04/30/2014	WW GRAINGER	Mark Lombardo	847.458.8027	mark.lombardo@grainger.com
		PP-FA-265	05/1/2011	04/30/2014	MSC INDUSTRIAL DIRECT CO. INC.	Dana Harvey	770.248.9944	harveyd@mscdirect.com
		PP-FA-267	5/1/2011	4/30/2014	Interline Brands (Sexauer)	Tony LaCotti	678.464.2346	TLacotti@sexauer.net
		PP-FA-266	05/1/2011	04/30/2014	OPTIMUM SUPPLY LLC	Cedric Beckett	216.544.5593	cbeckett@op-supply.com
Fire/Life Safety/Security Systems and Services	28 00 00	PP-FA-261	05/1/2011	04/30/2014	FASTENAL COMPANY	John Soderberg	507.313.7313	isoderbe@fastenal.com
		PP-FA-192	02/1/2010	01/31/2013	Johnson Controls, Inc.	Kelly Bremness	414.524.6237	kelly.l.bremness@jci.com
Firestop Products	27 00 00	SD-FA-011	03/1/2011	01/31/2013	Odyssey Technologies, Inc	John Webster	301.256.0000	jwebster@remoteeyes.com
		PP-FA-232	12/1/2010	11/30/2013	3M™ Fire Protection Products	George Yoshida	651.733.0584	qwoshida5@mmm.com
Nurse Call Systems	27 00 00	AS-FA-232	12/1/2010	11/30/2013	3M™ Fire Protection Products	George Yoshida	651.733.0584	qwoshida5@mmm.com
		PP-IT-079	04/01/2012	03/31/2015	Rauland-Borg Corporation	Robert Barthi	847.679.0900 x 261	bob.barthi@rauland.com
		PP-IT-080	04/01/2012	03/31/2015	West-Com Nurse Call Systems Inc	Mark Peters	707.428.5900 X225	mpeters@westcall.com
		PP-IT-077	04/01/2012	03/31/2015	Hill-Rom Company, Inc.	Diane Kessens	812-934-8338	diane.kessens@hill-rom.com
		PP-IT-078	04/01/2012	03/31/2015	Jeron Electronic Systems, Inc.	Ericka Baran	773.275.1900	ebaran@jeron.com
Renewable Energy (medical waste, material seperation, wind turbine, smart box, inverter)	33 00 00	PP-IT-076	04/01/2012	03/31/2015	GE Medical Systems Information Technologies, Inc. (Ascom)	Kay McEwing	608.873.3422	kay.mcewing@ascom.com
		PP-FA-357	11/1/2012	9/30/2013	MSW Power	Cheryl Beecher	781.890.2801	cbeecher@infocitex.com
Procurement of Energy	33 00 00	PP-FA-358	11/1/2012	9/30/2015	WindTronics, Inc	Martin Zeltner	231.332.1208	martinz@windtronics.com
		PP-FA-276	7/1/2011	06/30/2014	Amerex Brokers, LLC	Erik Swiler	281.340.5276	eswiler@amerxenergy.com
		PP-FA-277	7/1/2011	06/30/2014	Co-Exprise, Inc	Bill Smith	724.933.1180	wsmith@co-exprise.com
		PP-FA-278	7/1/2011	06/30/2014	Hospital Energy	Mark Mininberg	860.347.1256	mark@hospitalenergy.com
		PP-FA-279	7/1/2011	06/30/2014	Vical Energy Consultants, Inc	Evan Roth	201.525.0066	evanr@vicalenergy.com
PP-FA-280	7/1/2011	06/30/2014	World Energy Solutions, Inc	Daniel Joyce	508.459.8101	djoyce@worldenergy.com		



**Facilities / EVS / Housekeeping / Support Services
Agreements - January 2013**

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Products/Services	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-mail	Contract Manager	
Can Liners	PP-FA-309	08/01/11	07/31/13	Heritage Bag Company	Jody Davis	2144323617	jdavis@heritage-bag.com	Kim Drake	
	PP-FA-310	08/01/11	07/31/13	Inteplast Group, Ltd.	Denny Guest	303.688.0462	dquest@inteplast.com	Kim Drake	
	PP-FA-308	08/01/11	07/31/13	Pitt Plastics	Matt O'Doherty	800-835-0366	matto@pittplastics.com	Kim Drake	
	SD-FA-009	08/01/11	07/31/13	District Healthcare and Janitorial Supply	Akia Barbour	301.918.0200	akia@dhc-inc.com	Elaine Hyman	
Uniforms, Mats, Microfiber and Towels	PP-FA-328 AS-FA-328	03/01/12	02/28/15	Cintas	Erika Rosenberger	708.924.7102	rosenbergere@cintas.com	Chris Dismuke	
Disaster and Emergency Response Products and Services	PP-FA-281	06/01/2011	04/30/2014	Clean Harbors Environmental Services	Mark Mendenhall	615-791-1959	mendenhall.mark@cleanharbors.com	Kim Drake	
Energy Efficiency Services (performance based contract whereby suppliers can provide renovation/modernization solutions that will reduce and save on energy cost (e.g. implementation of renewable energies, etc.))	PP-FA-193	02/01/10	01/31/13	American Energy Assets	Thomas Anderson	3035066369	tom.anderson@americanenergyassets.com	Kim Drake	
	PP-FA-195	02/01/10	01/31/13	Encelium Technologies	Lisa Scholl	201.298.2400	lscholl@encelium.com	Kim Drake	
	PP-FA-194	02/01/10	01/31/13	Energy Automation Systems Inc. (EASI)	George Baker	615.822.7250 x 290	george@easipro.com	Kim Drake	
	PP-FA-196	02/01/10	01/31/13	Johnson Controls, Inc.	Kelly Bremness	414.524.6237	kelly.l.bremness@jci.com	Kim Drake	
	PP-FA-197	02/01/10	01/31/13	Tolin Mechanical Systems	Tracey Harvey	888.478.0514	THarvey@tolin.com	Kim Drake	
	PP-FA-198	02/01/10	01/31/13	Trane (IR)	Kate Wickham	708.755.9801	Kate.Wickham@trane.com	Kim Drake	
Floor Care Equipment and Services (industrial grade cleaning equipment for the maintenance of hard and soft surfaces(Scrubbers, walking or riding, Burnishes, walking or riding, Vacuums, wet/dry, oil, specialty, Extractors, Related accessories))	PP-FA-242 AS-FA-242	03/01/11	02/28/14	TENNANT COMPANY	Rick Cohn	312.375.5855	rick.cohn@tenantco.com	Chris Dismuke	
	PP-FA-243	03/01/11	02/28/14	KARCHER NA	Graham Callaway	303.726.4991	graham.callaway@windsorind.com	Chris Dismuke	
	PP-FA-244	03/01/11	02/28/14	BETCO CORPORATION	John Sullivan	419.725.5456	jsullivan@betco.com	Chris Dismuke	
Hard Copy Document Shredding and Offsite Storage Services	PP-FA-227	10/01/2010	07/31/2013	Cintas Corporation	Erika Rosenberger	708.924.7102	rosenbergere@cintas.com	Kim Drake	
	PP-FA-229	10/01/2010	07/31/2013	Shred-It	Andrew Lenardon	905.829.2794	andrew.lenardon@shredit.com	Kim Drake	
	PP-FA-230	10/01/2010	07/31/2013	Secure Document Alliance	Ryan Giffen	801.664.6375	rgiffen@sdadocs.org	Kim Drake	
	PP-FA-231	10/01/2010	07/31/2013	Carolina Records & Information Management	Tray Hoey	803.791.0330	thoey@bellsouth.net	Kim Drake	
Housekeeping Products	PP-FA-320	01/01/12	01/31/15	3M Company	Judy Anderson	651.733.7266	jaanderson@mmm.com	Chris Dismuke	
	PP-FA-322 AS-FA-322	01/01/12	01/31/15	Diversey, Inc.	Chip Marshall	443.296.2311	chip_marshall@diversey.com	Chris Dismuke	
	PP-FA-323	01/01/12	01/31/15	The Procter & Gamble Distributing LLC	Tom Ellis	704.542.9419	ellis.tj.1@pg.com	Chris Dismuke	
	PP-FA-324	01/01/12	01/31/15	Spartan Chemical Company Inc.	Jack Ellison	800.537.8990	jellison@spartanchemical.com	Chris Dismuke	
	PP-FA-325	01/01/12	01/31/15	Swisher Hygiene, Inc.	KAT Dunham	7046027170	kdunham@swisherhygiene.com	Christian Flohr	
Laundry Products and Services (small to large drum liquid and power detergents. Also, includes dispensing units)	PP-FA-366	01/01/13	12/31/15	Gurtler	Rod Stutler	708.331.2550	rstutler@gurtler.com	Chris Dismuke	
	PP-FA-364	01/01/13	12/31/15	Diversey, Inc.	Chip Marshall	443.296.2311	chip_marshall@diversey.com	Chris Dismuke	
	PP-FA-365	01/1/2013	12/31/2015	Ecolab	Derrick Lee	336.848.0611	lee.derrick@ecolab.com	Chris Dismuke	
	PP-FA-370	01/01/13	12/31/15	State Industrial Products	Brian Wamser	216.931.7520	bwamser@stateindustrial.com	Chris Dismuke	
	PP-FA-367	01/01/13	12/31/15	Midlab Incorporated	Larry Marston	4233373180	lmrston@midlab.com	Chris Dismuke	
	PP-FA-368	01/01/13	12/31/15	Procter & Gamble	Tom Ellis	704.542.9419	ellis.tj.1@pg.com	Chris Dismuke	
	PP-FA-200	01/01/13	12/31/15	Swisher Hygiene, Inc.	James Watts	5132525679	jwatts@washingsystems.com	Chris Dismuke	
	PP-FA-369	03/01/13	12/31/15	Spartan Chemical Company Inc.	Jack Ellison	800-537-8990 x431	jellison@spartanchemical.com	Elaine Hyman	
	MSDS Management Services	PP-FA-245	03/01/11	02/28/14	MSDSONLINE	Chuck Haling	312.881.2225	chaling@msdsonline.com	Chris Dismuke
	Paper & Janitorial Supply Distribution	PP-FA-283	11/01/2011	10/31/2014	Afflink, Inc.	David Dell	404.441.8832	ddell@afflink.com	Beth Randolph
PP-FA-284		11/01/2011	10/31/2014	Amsan LLC	Lannie Lohnes	402.453.6644 x 14562	llohn@amsan.com	Beth Randolph	
PP-FA-285		11/01/2011	10/31/2014	Hercules & Hercules Inc.	Belinda Jefferson	313.933.6669 x 100	bjefferson@herculesandherculesinc.com	Beth Randolph	
PP-FA-286		11/01/2011	10/31/2014	Network Services Company	Mike Olde	847.682.2035	molde@nsconline.com	Beth Randolph	
PP-FA-287		11/01/2011	10/31/2014	Staples, Inc.	Jenifer Ren	919.632.1013	jenifer.ren@staples.com	Beth Randolph	
PP-FA-288		11/01/2011	10/31/2014	Unisource Worldwide, Inc.	Doug Donovan	2012066201	douglas.donovan@unisourceworldwide.com	Beth Randolph	
PP-FA-289		11/01/2011	10/31/2014	Xpedx	Chris Pearce	303.929.1435	chris.pearce@xpedx.com	Beth Randolph	
PP-FA-290		11/01/2011	10/31/2014	Triple S	Curt Hitchner	978.667.7900	chitchner@triple-s.com	Beth Randolph	
SD-FA-016		11/01/2011	10/31/2014	Materials Management Services, Inc.	Jack Anton	313.365.1290	janton@mms-inc.com	Elaine Hyman	
PP-FA-340		04/01/2012	10/31/2014	American Hotel Register Company	Kevin Lee	847.743.1720	klee@americanhotel.com	Beth Randolph	
PP-FA-339		02/01/2012	10/31/2014	Pro-Link Inc.	Gerry Charlotin	781.232.9550	gerry.charlotin@prolinkhq.com	Beth Randolph	
PP-FA-332		02/01/2012	10/31/2014	Strategic Market Alliance	Alicia Rodriguez	678.349.2963	arodriguez@smasolutions.com	Beth Randolph	



**Facilities / EVS / Housekeeping / Support Services
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Products/Services	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-mail	Contract Manager
Paper Towels & Tissue	PP-FA-129	10/1008	09/30/13	Georgia-Pacific Corporation	AVA Wilborn	4046524260	abwilbor@gapac.com	Kim Drake
	PP-FA-130	10/1008	09/30/13	Kimberly-Clark Corporation	Amy Kassing	6514924763	amy.kassing@kcc.com	Kim Drake
Parking Management, Equipment, and Services	PP-FA-223	09/01/10	08/31/13	Curbside, Inc.	Mark Currier	9785225270	mcurrier@curbside.com	Chris Dismuke
	PP-FA-224	09/01/10	08/31/13	VIP Parking Solutions Inc.	Adam Kahn	520.370.6592	VIPparkingsolutions@yahoo.com	Chris Dismuke
	PP-FA-225	09/01/10	08/31/13	Park Inc.	Brian Haupricht	704.377.1755	hauprichtb@parkinc.com	Chris Dismuke
Pest Elimination Services	PP-FA-235 AS-FA-235	03/01/11	02/28/14	ORKIN INC.	Robb Rebisa	770.220.6135	rrebisa@rollins.com	Chris Dismuke
	PP-FA-236	03/01/11	02/28/14	MASSEY SERVICES INC	Jay Hunt	407.230.4875	jhunt@masseyservices.com	Chris Dismuke
Procurement of Energy (Energy brokers between the member and the energy company, Reverse Auction of Energy, Post to Bid, Member Aggregation, fees for procurement are based on energy usage and charged by the associated energy unit of measure (i.e. dekatherm, kilowatt, gallons, etc.)	PP-FA-276	07/01/11	05/31/14	Amerex Brokers	Erik Swiler	281.340.5276	ESwiler@amerexenergy.com	Kim Drake
	PP-FA-277	07/01/11	05/31/14	Co-exprise, Inc.	Bill Smith	7249331180	wsmith@co-exprise.com	Kim Drake
	PP-FA-278	07/01/11	05/31/14	Hospital Energy Development	Mark Mininberg	203.668.3522	mark@hospitalenergy.com	Kim Drake
	PP-FA-279	07/01/11	05/31/14	Vical Energy Consultants	Evan Roth	201.525.0066	vicalenergy@verizon.net	Kim Drake
	PP-FA-280	07/01/11	05/31/14	World Energy	Dan Joyce	508.459.8157	djoyce@worldenergy.com	Kim Drake
Reusable Sharps Containers Service	PP-FA-217	06/01/10	05/31/13	Daniels SharpSmart Inc.	David Skinner	312.546.8900	DSkinner@danielsinternational.com	Kim Drake
Waste Management Products & Services (waste management services and products, consulting, waste audits, collection, hauling, incineration, landfill, pharmaceutical disposals, regulated medical waste disposal, bioremediation and other waste streams, recycling of light bulbs, batteries, hard drive (any kind laptop, desktop, PATA, SATA and many more), Backup Magnetic Tapes (any kind DLT, mini cartridges and many more), Floppy Disk (3.5 inch disk, 5.25 inch disks, and many more), Zip Disk (100 MB, 250 MB, and other large disks), Optical Media (CD's DVD's, Blue Ray, and HD DVD), CD-ROMs/CD-Rs/DVDs, computer back ups, X-Rays, video tapes, Cassette Tapes, etc.)	PP-FA-218	07/01/10	05/31/13	Clean Harbors Environmental Services	Mark Mendenhall	615.791.1959	mendenhall.mark@cleanharbors.com	Kim Drake
	PP-FA-219	07/01/10	05/31/13	HealthCare Medical Waste Services (SBE)	Linda Moll	520.316.9207	hmws@cgmailbox.com	Kim Drake
	PP-FA-220	07/01/10	05/31/13	Healthcare Waste Solutions, LLC	Rock Robinson	5134753000	rrobinson@hwsusa.com	Kim Drake
	PP-FA-221	07/01/10	05/31/13	Heritage Environmental Services	Rhue Mulhollen	724.494.2995	RMulhollen@heritage-wti.com	Kim Drake
	PP-FA-222	07/01/10	05/31/13	Stericycle	Mark Battaglia	801.947.5817	mbattaglia@Stericycle.com	Kim Drake
	SD-FA-015	04/01/11	05/31/13	OnSite Sterilization	Al Koehler	610.733.3029	akoehler@askonsite.com	Elaine Hyman
	PP-FA-275	07/01/11	05/31/13	Antos Environmental Corp	Tony Schifano	518.325.5410	Tony@antosenvironmental.com	Kim Drake
	PP-FA-271	07/01/10	05/31/13	Trinova Medical Waste Solutions	Brian Williams	909.226.0195	brian.williams@trinovamed.com	Kim Drake
Batteries	PP-MM-173	08/01/12	07/31/15	Alpha Source (new)	John Reimer	4147604019	john.reimer@alphasource.com	Beth Randolph
	PP-MM-175	08/01/12	07/31/15	Proctor & Gamble (was Gillette)	Bob Maycock	8033291827	maycock.re@pg.com	Beth Randolph
	PP-MM-176	08/01/12	07/31/15	Energizer	Paul Gutierrez	732.423.7484	paulx.gutierrez@energizer.com	Beth Randolph
Bulk Oxygen	PP-MM-072	11/01/09	10/31/14	BOC Gases / Lifegas	Brian Curd	908.771.1731	brian.curd@boc.com	Beth Randolph
	PP-MM-071	11/01/09	10/31/14	Airgas, Inc - Puritan Medical Products	Jerry Anderskow	602.751.3109	jerry.anderskow@airgas.com	Beth Randolph
	PP-MM-070	11/01/09	10/31/14	Air Liquide	Troy Fowler	512.417.9803	troy.fowler@airliquide.com	Beth Randolph
	PP-MM-073	11/01/09	10/31/14	Praxair	Charles Tortorello	630.320.4168	chuck_tortorello@praxair.com	Beth Randolph
Cylinder Gas	PP-MM-184	11/01/12	10/31/15	BOC Gases / Lifegas	Brian Curd	908.771.1731	brian.curd@boc.com	Beth Randolph
	PP-MM-182	11/01/12	10/31/15	Airgas, Inc - Puritan Medical Products	Jerry Anderskow	602.751.3109	jerry.anderskow@airgas.com	Beth Randolph
	PP-MM-183	11/01/12	10/31/15	Air Liquide	Troy Fowler	512.417.9803	troy.fowler@airliquide.com	Beth Randolph
	PP-MM-185	11/01/12	10/31/15	Praxair	Charles Tortorello	630.320.4168	chuck_tortorello.com	Beth Randolph
Office Supplies	PP-MM-115	08/01/10	03/31/13	Staples (formerly Corporate Express)	Jenifer Ren	919.632.1013	jenifer.ren@staples.com	Beth Randolph
	PP-MM-105	08/01/10	03/31/13	Office Depot	Jim Czajka	630.679.1649	jczajka@officedepot.com	Beth Randolph
	PP-MM-116	08/01/10	03/31/13	Sun Office	Roger Dieckhaus	866.606.4601	rdieckhaus@sunofficeproducts.com	Beth Randolph
	PP-MM-106	08/01/10	03/31/13	OfficeMax	Cindy Brittain	800.741.7113 x 2119	cindybrittain@officemax.com	Beth Randolph
Support Services Outsourcing	PP-MM-094	04/01/10	03/31/13	Crothall Services Group, Inc.	Duffy Hickey	404.843.9423	dhickey@crothall.com	Beth Randolph
	PP-MM-095	04/01/10	03/31/13	HHA Services	Jason Fabbri	5867713040	jfabbri@hhaservices.com	Beth Randolph
	PP-MM-096	04/01/10	03/31/13	Hospital Housekeeping Systems	Brad Spry	8002292028	bspry@hhs1.com	Beth Randolph
	PP-MM-112	10/01/10	09/30/13	Aramark Clinical Technology Services	Tim Alba	704.752.6557	alba-timothy@aramark.com	Beth Randolph
	PP-MM-113	10/01/10	09/30/13	GE Medical Systems	Lawrence Thurman	615.472.2411	lawrence.thurman@med.ge.com	Beth Randolph
Wall Desks and Patient Charting Equipment	PP-MM-117	01/01/11	04/30/13	First Healthcare Products	Tom Mislin	7167317814	tmislin@firstproducts.com	Beth Randolph
Car Rental Services	PP-MM-155	11/01/2011	10/31/2014	Budget Rent A Car System, Inc	Perry Fry	4045775450	perry.fry@avisbudget.com	Josh Hedrick
	PP-MM-156	11/01/2011	10/31/2014	The Hertz Corporation	Marion Padgett	8036425545	mpadgett@hertz.com	Josh Hedrick
	PP-MM-132	08/01/11	07/31/14	Boyer Rosense Moving and Storage	James May	847.385.0262	jmay@bekins.com	Chris Dismuke
	PP-MM-133	08/01/11	07/31/14	Graebel Companies	Jason Studer	704.392.7057	jstuder@graebel.com	Chris Dismuke



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Products/Services	Contract Number	Effective Date	Expiration Date	Company Name	Contact	Phone	E-mail	Contract Manager
Moving Services	PP-MM-134	08/01/11	07/31/14	Wheaton Van Lines	Aj Schneider	317.849.7900	aj_schneider@wvlcorp.com	Chris Dismuke
	PP-MM-135	08/01/11	07/31/14	Ewing Moving Services	Katrina Lyons	901.774.2197 x6355	klyons@ewingmovingservice.com	Chris Dismuke
	SD-MM-012	08/01/11	07/31/14	Excel Moving Services	Bruce Owashi	800.392.3596 x102	bruce@excelmoving.com	Elaine Hyman
	SD-MM-013	08/01/11	07/31/14	Armstrong Relocation	Bradley Murphy	256.772.6664	bmurphy@goarmstrong.com	Elaine Hyman



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 Jacques Lahaie, Director, Tech. Field Specialist, 770-316-9603
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 Josh Hedrick, Contract Manager, I.T. Services, 704-816-5760
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Products	Contract Number	Start Date	End Date	Company Name	Contact	Phone	E-mail	Diversity	Contract Manager / Director
Ambulatory EMR Software	PP-IT-056	04/01/2011	02/28/2014	Intivia Inc	Randall Redd	877.246.8484 x 116	rredd@intivia.com	MBE	Josh Hedrick
	PP-IT-058	04/01/2011	02/28/2014	SuccessEHS Inc	David Turner	205.871.1031	davidt@ehsmed.com		Josh Hedrick
	PP-IT-081	02/01/2012	02/28/2014	MedPlus Inc	Keith Johnson	513.229.5500	kjohnson@medplus.com		Josh Hedrick
Cellular Voice and Data Services Equipment	PP-IT-084	08/01/2012	07/31/2015	Verizon Wireless	Denise Marcelt	843.696.4900	denise.marcelt@verizonwireless.com		Josh Hedrick
	PP-IT-083	08/01/2012	07/31/2015	AT&T Mobility National Accounts LLC	Ross Deuel	972.977.0248	ross.deuel@att.com		Josh Hedrick
Document Management Solutions	PP-IT-051	09/01/2010	07/31/2013	International Business Solutions Alliance	Jeff Shaner	858.495.1050	jeff_shaner@ibsaonline		Josh Hedrick
	PP-IT-052	09/01/2010	07/31/2013	Ricoh	Scott Petraglia	858.495.1050	Scott.Petraglia@ricoh-usa.com		Josh Hedrick
	PP-IT-053 AS-IT-053	09/01/2010	07/31/2013	The Standard Register Company	Patrick Kennedy	877.647.2817	Pat.Kennedy@standardregister.com		Josh Hedrick
	PP-IT-054	09/01/2010	07/31/2013	Workflowone	Ted Stark	937.630.8163	ted.stark@workflowone.com		Josh Hedrick
Enterprise Image Management Solutions	PP-IT-069	01/01/2012	12/31/2014	Infinitt North America	Deborah Reed	908.387.6960 x 118	dreed@infinittna.com		Josh Hedrick
	PP-IT-070	01/01/2012	12/31/2014	Agfa Healthcare Corporation	Tara Vail	813.282.4506	N/A		Josh Hedrick
	PP-IT-071	01/01/2012	12/31/2014	Fujifilm Medical Systems USA, Inc	Tony Briley	615.594.7168	tbriley@fujifilm.com		Josh Hedrick
Enterprise Data Storage	PP-IT-061	05/01/2011	01/31/2014	Logicalis	Brian Massoudi	704.815.7220	brian.moussoudi@us.logicalis.com		Josh Hedrick
	PP-IT-060	05/01/2011	01/31/2014	PC Connection, Inc.	Jerry Morin	708.799.0582	jmorin@moredirect.com		Josh Hedrick
	PP-IT-063	05/01/2011	01/31/2014	CDW Government, Inc.	Jeff Heck	847.419.7317	jeffhec@cdw.com		Josh Hedrick
	PP-IT-062	05/01/2011	01/31/2014	Preferred IT Group, LLC	Jeff Sanderson	260.213.4266 x 107	vendors@preferreditgroup.com		Josh Hedrick
Hardware/Software Asset Management Solutions	PP-IT-072	09/01/2011	07/31/2014	Renovo Solutions	Anne Granum	571.214.9291	agranum@renovo1.com		Josh Hedrick
	PP-IT-073	09/01/2011	07/31/2014	Hardcat Pty Ltd	Tom Vogt	702.589.5839	tvogt@hardcat.com		Josh Hedrick
Nurse Call Systems	PP-IT-079	04/01/2012	03/31/2015	Rauland-Borg Corporation	Robert Barthi	847.679.0900 x 261	bob.barthi@rauland.com		Josh Hedrick
	PP-IT-080	04/01/2012	03/31/2015	West-Com Nurse Call Systems Inc	Mark Peters	707.428.5900 X225	mpeters@westcall.com		Josh Hedrick
	PP-IT-077	04/01/2012	03/31/2015	Hill-Rom Company, Inc.	Diane Kessens	812-934-8338	diane.kessens@hill-rom.com		Josh Hedrick
	PP-IT-078	04/01/2012	03/31/2015	Jeron Electronic Systems, Inc.	Ericka Baran	773.275.1900	ebaran@jeron.com		Josh Hedrick
	PP-IT-076	04/01/2012	03/31/2015	GE Medical Systems Information Technologies, Inc. (Ascom)	Curtis Marks	919.676.2346	curtis.marks@med.ge.com		Josh Hedrick
Patient Visitor Interactive Information Kiosks	PP-IT-074	11/01/2011	10/31/2014	Connected Technology Solutions	Sandra Nix	262.242.6100	info@connectedts.com		Josh Hedrick
	PP-IT-075	11/01/2011	10/31/2014	Encounter Pointe, Inc.	Rick Trojan	949.209.8890	rick.trojan@encounterpointe.com		Josh Hedrick
PC Hardware and Software Resellers	PP-IT-065	10/01/2011	09/30/2014	CDW	Jeff Heck	847.419.7317	jeffhec@cdw.com		Josh Hedrick
	PP-IT-066	10/01/2011	09/30/2014	PC Connection, Inc.	Jerry Morin	708.799.0582	jmorin@moredirect.com		Josh Hedrick
	PP-IT-067	10/01/2011	09/30/2014	Zones Inc	Robert McGowen	206.412.7790	robert.mcgowen@zones.com		Josh Hedrick
	PP-IT-068	10/01/2011	09/30/2014	Paragon Development Systems	John Miller	608.246.2707	jmiller@pdspc.com		Josh Hedrick



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Products	Contract Number	Start Date	End Date	Company Name	Contact	Phone	E-mail	Diversity	Contract Manager / Director
Printers, Copiers, Facsimiles, and Facilities Management	PP-IT-089 AS-IT-089	01/01/2013	12/31/2015	Xerox Corporation	Clare Browning-tuch	818 703 8562	Clare.Browning-tuch@xerox.com		Josh Hedrick
	PP-IT-090	01/01/2013	12/31/2015	Ricoh aka Lanier	Scott Petraglia	858.495.1050	scott.petraglia@ricoh-usa.com		Josh Hedrick
	PP-IT-091	01/01/2013	12/31/2015	Konica Minolta	Joseph Nelis	704.661.5505	jnelis@kmb.konicaminolta.us		Josh Hedrick
Reimbursement Software	PP-IT-082	08/01/2012	07/31/2015	3M Health Information Systems	Todd Wallenfelt	801.265.4332 x00	tlwallenfet@mmm.com		Josh Hedrick
RFID Asset Tracking and Management Solutions	PP-IT-088	08/15/2012	07/31/2015	Ekahau Inc	Kim Dwyer	937.301.4050	kim.dwyer@ekahau.com	MBE	Josh Hedrick
	PP-IT-087 AS-IT-087	08/15/2012	07/31/2015	AeroScout Inc	Jesse Gentry	951.325.2100	jesse.gentry@aeroscout.com		Josh Hedrick
Transcription Services	PP-IT-094	01/01/2013	12/31/2015	Breitner Transcription Services, Inc	Owen Breitner	781.828.1807	owen@breitner.com		Josh Hedrick
	PP-IT-092	01/01/2013	12/31/2015	Accutype Medical Services	Tom Golding	913.232.4215	tgolding@accutype.com		Josh Hedrick
	PP-IT-093	01/01/2013	12/31/2015	Acusis LLC	David Brewer	972.757.1079	david.brewer@acusis.com		Josh Hedrick
	PP-IT-096	01/01/2013	12/31/2015	Integrated Document Solutions	Glen Weintraub	954.484.0969	gweintraub@idssite.com		Josh Hedrick
	PP-IT-098	01/01/2013	12/31/2015	Oracle Transcription, Inc.	Gary Nevitt	301.929.9100 x 3004	gary@oracleti.com		Josh Hedrick
	PP-IT-095	01/01/2013	12/31/2015	Healthcare Global Inc	David Ebenezer	781.329.6620	de@healthcareglobal.net		Josh Hedrick
	PP-IT-099	01/01/2013	12/31/2015	Saince Inc	Davis Turner	770.992.7514	davis.turner@saince.com		Josh Hedrick
	PP-IT-097	01/01/2013	12/31/2015	iMedX	Luther Runyon	800.221.0244 x 247	brunyon@imedx.com		Josh Hedrick



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Clinical Capital Agreements - January 2013

Products	Contract Number	Start Date	End Date	Company Name	Contact	Phone	E-mail	Contract Manager / Director
Alternate Site Health Care								
Bathing Systems	PP-AC-031	01/01/2011	12/31/2013	Penner Patient Care	Kirk Penner	800.732.0717	pennersales@hamilton.net	Kim Caldwell
	PP-AC-032	01/01/2011	12/31/2013	THE Medical	Kevin Farrell	727.510.7071	kfarrell@themedical.com	Kim Caldwell
	PP-AC-030	01/01/2011	12/31/2013	TR Group	Jeffrey Wagner	815.494.7851	wagner@trequipment.com	Kim Caldwell
Electric Vehicles	PP-AC-048	12/01/2011	11/30/2014	Club Car LLC	Jim Staub	706.228.2739	jim_staub@clubcar.com	Leslie Totty
EMS Products	PP-AC-034	02/01/2011	01/31/2014	Midwest Medical Supply Company LLC	Richard Hawkins	314.291.2900 x 3251	richard.hawkins@mmsmedical.com	Paula Baker
	PP-AC-035	02/01/2011	01/31/2014	Southeastern Emergency Equipment	Kaile Rizzo	919.435.5931	bids@seequip.com	Paula Baker
Mobile Imaging Services	PP-AC-027	06/01/2010	05/31/2013	Shared Imaging, Inc.	Scott Loehrke	630.483.3980	scottl@sharedimaging.com	Leslie Totty
Non-Invasive Ventilators - Portable Mass Casualty	PP-MM-101	07/01/2010	06/30/2013	Respironics California Inc	Terry Bryant	630.842.4926	terry.bryant@philips.com	Leslie Totty
	PP-MM-102	07/01/2010	06/30/2013	Allied Healthcare Products, Inc.	Terri Workes	314.268.1605	workesT@alliedhpi.com	Kim Caldwell
Physical Therapy Products	PP-NS-633	03/01/2011	02/28/2014	DYNATRONICS CORPORATION	Larry Beardall	800.874.6251 x 6220	larry@dynatron.com	Kim Caldwell
	PP-NS-634	03/01/2011	02/28/2014	THE MEDCOM GROUP LTD	Joe Perrin	970.674.3032 x 14	joe@medcomgroup.com	Kim Caldwell
	PP-NS-635	03/01/2011	02/28/2014	KINETIC MUSCLES INC	Grant Farrell	480.557.0448	gfarrell@kineticmuscles.com	Leslie Totty
	PP-NS-632 AS-NS-632	03/01/2011	02/28/2014	Sammons Preston Rolyan	Dianne Scheuer	562.598.6898	dianne.scheuer@patterson-medical.com	Paula Baker
	SD-NS-008	06/01/2012	02/28/2014	Physical Enterprises, Inc.	Graham Degen	415.845.5731	graham@physicalenterprise.com	Elaine Hyman
Cardiovascular Services								
External Defibrillators and Related Products	PP-CA-162	06/01/2010	05/31/2013	Medtronic Usa, Inc.	Brian Holmes	317.328.8918	brian.holmes@medtronic.com	Rachel Franklin
	PP-CA-163	06/01/2010	05/31/2013	Philips Medical Systems	Peter Grant	6305483740	peter.grant@philips.com	Rachel Franklin
	PP-CA-164	06/01/2010	05/31/2013	Zoll Medical Corporation	Lynn Conaway	978.421.9355	lconaway@zoll.com	Rachel Franklin
Intra-Aortic Balloon Catheters and Pumps	PP-CA-192 AS-CA-192	11/01/2011	10/31/2014	Maquet, Inc.	John Pietrantonio	205.332.5551	john.pietrantonio@maquet.com	Rachel Franklin
	PP-CA-193	11/01/2011	10/31/2014	Arrow International Inc	Dan Kuni	480.280.4914	dan.kuni@teleflex.com	Rachel Franklin
Invasive Cardiology Equipment	PP-CA-195	03/01/2012	02/28/2015	Philips Medical Systems	Ron Sanders	6103047622	r.l.sanders@philips.com	Rachel Franklin
	PP-CA-196	03/01/2012	02/28/2015	Bard Electrophysiology Division, C.R. Bard	Robert Anderson	7707846164	bob.anderson@crbard.com	Rachel Franklin
	PP-CA-194 AS-CA-194	03/01/2012	02/28/2015	GE Healthcare	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Rachel Franklin
Non-Invasive Cardiology Equipment	PP-CA-197	03/01/2012	02/28/2015	GE Healthcare	Curtis Marks	9196762346	curtis.marks@med.ge.com	Rachel Franklin
	PP-CA-198	03/01/2012	02/28/2015	Cardiac Science Corporation	Robert Atkins	4408404474	ratkins@cardiacscience.com	Rachel Franklin
	PP-CA-199	03/01/2012	02/28/2015	Welch Allyn Inc	Dean Goldberg	8007694014	goldbergd@welchallyn.com	Rachel Franklin
Thrombectomy Products	PP-CA-204	11/1/2012	10/31/2015	Medrad Intervention Possis	Bonnie Stevens	763.780.8392	bonnie.stevens@bayer.com	Rachel Franklin



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Products	Contract Number	Start Date	End Date	Company Name	Contact	Phone	E-mail	Contract Manager / Director
Clinical Laboratory Services								
Automated Blood Culture and Mycobacterial Recovery Analyzers, Reagents, Consumables and Service	PP-LA-275	11/01/2010	10/31/2013	Becton Dickinson and Company	Jeffrey Ferguson	5713331469	jeffrey_ferguson@bd.com	Charlotte Barber
	AS-LA-276 PP-LA-276	11/01/2010	10/31/2013	bioMerieux, Inc.	Michael Profenno	8006822666	michael.profenno@biomerieux.com	Charlotte Barber
	PP-LA-277	11/01/2010	10/31/2013	Trek Diagnostic Systems, Inc.	Simon Price	7038031270	sprice@magellanbio.com	Charlotte Barber
Automated Microbial Identification and Susceptibility Analyzers, Reagents, Consumables and Service	AS-LA-279 PP-LA-279	11/01/2010	10/31/2013	Siemens Healthcare Diagnostics Inc (fka Dade)	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
	PP-LA-278	11/01/2010	10/31/2013	bioMerieux, Inc.	Michael Profenno	8006822666	michael.profenno@biomerieux.com	Charlotte Barber
Blood Bank Analyzers, Reagents, Consumables and Service	PP-LA-320 AS-LA-320	11/1/2012	10/31/2015	Bio-Rad Laboratories	Brad Burnette	501.944.9414	brad_burnette@bio-rad.com	Charlotte Barber
	PP-LA-321	11/1/2012	10/31/2015	Immucor, Inc	Mary Trout	855.920.6225	mt trout@immucor.com	Charlotte Barber
	PP-LA-322	11/1/2012	10/31/2015	Johnson & Johnson Health Care Systems, Inc.	Michael Dari	732.562.3299	mdari@its.jni.com	Charlotte Barber
Blood Gas Analyzers, Reagents, Consumables and Service	PP-LA-300 AS-LA-300	10/01/2011	09/30/2014	Instrumentation Laboratory	Bill Crandell	7816541903	bcrandell@ilww.com	Charlotte Barber
	PP-LA-301	10/01/2011	09/30/2014	Siemens Healthcare Diagnostics Inc	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
Blood Glucose Meters, Reagents, Consumables and Service	PP-LA-260	03/01/2010	03/31/2013	Johnson & Johnson Health Care Systems, Inc.	Joe Eickhoff	8007226036	jeickhof@its.jnj.com	Charlotte Barber
	PP-LA-261	03/01/2010	02/28/2013	Nova Biomedical Corporation	Dick Schneider	9498422659	dschneider@novabio.com	Charlotte Barber
	PP-LA-262 AS-LA-262	03/01/2010	02/28/2013	Roche Diagnostics Corporation	John Thomson	770.663.6329	john.thomson@roche.com	Charlotte Barber
Digital Pathology Systems, Accessories and Service	PP-LA-327	08/01/2012	07/31/2015	DigiPath, Inc	Steve Barbee	702.527.2060	steve@digipath.biz	Charlotte Barber
General Laboratory Products, Equipment and Service	PP-LA-302	01/01/2012	12/31/2014	Helmer, Inc.	Shannon Krenz	800.743.5637 x 3926	skrenz@helmerinc.com	Charlotte Barber
Hematology Analyzers, Automation, Reagents, Consumables and Service	PP-LA-265 AS-LA-265	08/01/2010	07/31/2013	Sysmex America, Inc.	Bonnie Streeter	407.324.0491	streeterb@sysmex.com	Charlotte Barber
	PP-LA-264	08/01/2010	07/31/2013	Beckman Coulter Inc	Ann Iannuzzi	7812482984	amiannuzzi@beckman.com	Charlotte Barber
	PP-LA-263	08/01/2010	07/31/2013	Abbott Laboratories, Inc.	Ronald Burke	8479371133	ronald.burke@abbott.com	Charlotte Barber
Hemostasis Analyzers, Reagents, Consumables and Service	PP-LA-267 AS-LA-267	08/01/2010	07/31/2013	Siemens Healthcare Diagnostics Inc	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
	PP-LA-266	08/01/2010	07/31/2013	Beckman Coulter Inc	Ann Iannuzzi	7812482984	amiannuzzi@beckman.com	Charlotte Barber
	PP-LA-268	08/01/2010	07/31/2013	Diagnostica Stago, Inc.	Craig Miller	6147472324	craig.miller@stago-us.com	Charlotte Barber
Histology and Cytology Instruments, Reagents and Consumables	PP-LA-289	10/01/2011	09/30/2014	Richard-Allan Scientific	Sandy Steinbach	8005227270	sandra.steinbach@thermofisher.com	Charlotte Barber
	PP-LA-290	10/01/2011	09/30/2014	Statlab Medical Products	Jeffrey Hayes	913.461.4000	jhayes@statlab.com	Charlotte Barber
	PP-LA-303	10/01/2011	09/30/2014	Medite, Inc.	Drew Ranostaj	407.996.9630	ranostaj@medite-group.com	Charlotte Barber
Integrated Platform (Chemistry and Immunochemistry Analyzers, Automation, Reagents, Consumables and Service)	PP-LA-257 AS-LA-257	04/01/2010	03/31/2013	Siemens Healthcare Diagnostics Inc	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
	PP-LA-255	04/01/2010	03/31/2013	Beckman Coulter Inc	Ann Iannuzzi	7812482984	amiannuzzi@beckman.com	Charlotte Barber



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	PP-LA-256	04/01/2010	03/31/2013	Roche Diagnostics Corporation	John Thomson	7706636329	john.thomson@roche.com	Charlotte Barber
Manual Microbiology	PP-LA-293	10/01/2011	09/30/2014	bioMerieux, Inc.	Michael Profenno	8006822666	michael.profenno@biomerieux.com	Charlotte Barber
Microscopes, Accessories, Parts and Service	PP-LA-307	02/01/2012	01/31/2015	Olympus America, Inc.	Tom Moher	561-676-5000	tom.moher@olympus.com	Charlotte Barber
Molecular Analyzers, Reagents, Consumables and Service	PP-LA-297	10/01/2011	09/30/2014	Roche Diagnostics Corporation	John Thomson	7706636329	john.thomson@roche.com	Charlotte Barber
	PP-LA-296	10/01/2011	09/30/2014	bioMerieux, Inc.	Michael Profenno	8006822666	michael.profenno@biomerieux.com	Charlotte Barber
	PP-LA-298	10/01/2011	09/30/2014	Siemens Healthcare Diagnostics Inc	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
Molecular Rapid Qualitative Screening	PP-LA-287	05/1/2011	04/30/2014	CEPHEID	Joy Cloninger	9105061928	joy.cloninger@cepheid.com	Charlotte Barber
	PP-LA-308	04/01/2012	04/30/2014	Meridian Bioscience Corporation	Tamara Stojanovski	602-363-3361	tamara.stojanovski@meridianbioscience.com	Charlotte Barber
	PP-LA-288	05/1/2011	04/30/2014	GENEOHM SCIENCES INC	Anita Patel	8002197174	anita_patel@bd.com	Charlotte Barber
Near Patient Testing (NPT) - Clinical Chemistry/Immunoassay	PP-LA-305	11/01/2011	10/31/2014	bioMerieux, Inc.	Michael Profenno	8006822666	michael.profenno@biomerieux.com	Charlotte Barber
Open Channel Reagents	PP-LA-258 AS-LA-258	04/01/2010	03/31/2013	Siemens Healthcare Diagnostics Inc.	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
	PP-LA-286	01/01/2011	03/31/2013	ABBOTT LABORATORIES INC.	Ronald Burke	847.937.1133	ronald.burke@abbott.com	Charlotte Barber
Platelet Function Analyzers, Reagents, Consumables and Service	PP-LA-283 AS-LA-283	04/01/2011	03/31/2014	SIEMENS HEALTHCARE DIAGNOSTICS INC	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
Point of Care (POC) Blood Gas and Additional Tests	PP-LA-299	07/01/2011	03/31/2013	Alere	Nancy McGinty	978.846.1771	nancy.mcginty@alere.com	Charlotte Barber
Point of Care (POC) Creatinine	PP-LA-291	07/01/2011	03/31/2013	Nova Biomedical Corporation	Dick Schneider	9498422659	dschneider@novabio.com	Charlotte Barber
Point of Care (POC) Hemoglobin	PP-LA-295	07/01/2011	03/31/2013	Hemocue, Inc.	Marnie Havas	4126577871	marnie.d.havas@hemocue.com	Charlotte Barber
Point-of-Care (POC) Coagulation Meters, Reagents, Consumables and Service	PP-LA-271 AS-LA-271	09/01/2010	08/31/2013	International Technidyne Corporation	William Healy	800.272.1252 x 351	bhealy@itcmed.com	Charlotte Barber
Specialty Distribution - Laboratory and/or Research Products	PP-LA-329	01/01/2013	12/31/2015	Fisher Healthcare	Ann Folker	2059369072	ann.folker@thermofisher.com	Rachel Franklin
	PP-LA-328	01/01/2013	12/31/2015	Cardinal Health 200 Inc	Tony Hunt	7045174532	tony.hunt@cardinalhealth.com	Rachel Franklin
	PP-LA-331	01/01/2013	12/31/2015	Laboratory Supply Company, Inc	George Ksenich	800.888.5227 x1036	gksenich@labsco.com	Rachel Franklin
	PP-LA-330	01/01/2013	12/31/2015	Infolab Inc	Tammy Bridges	3362722874	tammybridges@infolabinc.com	Rachel Franklin
Specialty Distribution - Research	RS-LA-001	08/01/2011	07/31/2014	VWR International	David Ray	615.337.5738	david_ray@vwr.com	Charlotte Barber
Transfusion, Blood Donor Services, Equipment and Supplies	PP-LA-318	10/01/2012	09/30/2015	Pall Corporation	Timothy Lynch	7084226196	tim_lynch@pall.com	Charlotte Barber
Urinalysis Analyzers, Reagents, Consumables and Service	PP-LA-270 AS-LA-270	08/01/2010	07/31/2013	Siemens Healthcare Diagnostics Inc	Alan Quinn	6035021777	alan.d.quinn@siemens.com	Charlotte Barber
	PP-LA-269	08/01/2010	07/31/2013	Iris Diagnostics	Scott Milsom	407.688.2532	scott.milsom@proiris.com	Charlotte Barber



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Imaging								
Bone Densitometry	PP-IM-183	10/01/2012	09/30/2015	GE Healthcare	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Dave Natale
	PP-IM-204	10/01/2012	09/30/2015	Hologic Inc	Robert Scholl	440.321.2914	robert.scholl@hologic.com	Dave Natale
Brachytherapy Systems	PP-IM-147	05/01/2010	02/28/2013	Xoft Inc	Robert Kirby	408.419.2317	rkirby@xoftinc.com	Dave Natale
Cardiovascular Imaging (Cardiac Catheterization, Vascular Systems)	PP-IM-184	10/01/2012	09/30/2015	GE Healthcare	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Dave Natale
	PP-IM-192	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-198	10/01/2012	09/30/2015	Toshiba America Medical Systems, Inc.	Angie Ferguson	847.910.5027	aferguson@tams.com	Dave Natale
Computed Radiography	PP-IM-216	01/01/2013	12/31/2015	Agfa Healthcare Corporation	Ray Russell	8644211747	ray-russell@agfa.com	Dave Natale
	PP-IM-218	01/01/2013	12/31/2015	Carestream Health Inc	Lisa Frank	770.977.3660	lisa.frank@carestreamhealth.com	Dave Natale
	PP-IM-219	01/01/2013	12/31/2015	Philips Healthcare	Peter Grant	703.464.0901	peter.grant@philips.com	Dave Natale
	PP-IM-215	01/01/2013	12/31/2015	Fujifilm Medical Systems USA, Inc.	Tony Briley	615.594.7168	tony.briley@fujimed.com	Dave Natale
	PP-IM-217	01/01/2013	12/31/2015	Konica Minolta Medical Imaging USA Inc	William Rempe	941.355.1362	wrempe@mi.konicaminolta.us	Dave Natale
Computed Tomography	PP-IM-185	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	888.501.2927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-193	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-199	10/01/2012	09/30/2015	Toshiba America Medical Systems, Inc.	Angie Ferguson	847.910.5027	aferguson@tams.com	Dave Natale
Contrast Media Injectors / Disposables	PP-IM-168 AS-IM-168	01/01/2012	12/31/2014	Bracco Diagnostics, Inc	Cheri Fisher	515.681.3566	cheri.fisher@diag.bracco.com	Dave Natale
	PP-IM-169	01/01/2012	12/31/2014	Mallinckrodt, Inc	Greg Goodall	7574509234	greg.goodall@covidien.com	Dave Natale
	PP-IM-170	01/01/2012	12/31/2014	Medrad, Inc.	Cameron Cook	412.767.2400	ccook@medrad.com	Dave Natale
Conventional Film, Dry Media and Printers	PP-IM-160	09/01/2011	08/31/2013	Fujifilm Medical Systems USA, Inc.	Tony Briley	6155947168	tbriley@fujifilm.com	Dave Natale
	PP-IM-159	09/01/2011	08/31/2014	Agfa Healthcare Corporation	Ray Russell	8644211747	ray-russell@agfa.com	Dave Natale
External Beam Radiation Therapy Systems	PP-IM-139	05/15/2010	02/28/2013	Elekta, Inc.	Holly Hatchett	6157929916	holly.hatchett@elekta.com	Dave Natale
	PP-IM-158	04/01/2011	02/28/2013	Sensus Healthcare	Rick Golin	5619225808	rick@sensushealthcare.com	Dave Natale
General Radiography (Radiography, Radiography & Fluoroscopy, C-Arms, Portable Radiography)	PP-IM-180	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	888.501.2927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-189	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-197	10/01/2012	09/30/2015	Toshiba America Medical Systems, Inc.	Angie Ferguson	847.910.5027	aferguson@tams.com	Dave Natale
	PP-IM-211	10/01/2012	09/30/2015	Fujifilm Medical Systems USA, Inc.	Tony Briley	6155947168	tbriley@fujifilm.com	Dave Natale



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	PP-IM-212	10/01/2012	09/30/2015	Agfa Healthcare Corporation	Nikesha Williams	864.421.1721	nikesha.williams@agfa.com	Dave Natale
	PP-IM-213	10/01/2012	09/30/2015	Konica Minolta Medical Imaging USA Inc	William Rempe	941.355.1362	wrempe@mi.konicaminolta.us	Dave Natale
	PP-IM-214	10/01/2012	09/30/2015	Carestream Health	Mary Lanni	203.918.1248	marylouise.lanni@carestream.com	Dave Natale
Magnetic Resonance Imaging	PP-IM-186	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	8885012927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-194	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-200	10/01/2012	09/30/2015	Toshiba America Medical Systems, Inc.	Angie Ferguson	8479105027	aferguson@tams.com	Dave Natale
	PP-IM-205	10/01/2012	09/30/2015	Hologic Inc	Robert Scholl	440.321.2914	robert.scholl@hologic.com	Dave Natale
	PP-IM-207	10/01/2012	09/30/2015	Invivo Corporation	Kenneth Rhodes	919.671.6018	krhodes@invivocorp.com	Dave Natale
Mammography Products and Services	PP-IM-182	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	8885012927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-191	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-203	10/01/2012	09/30/2015	Hologic Inc	Robert Scholl	440.321.2914	robert.scholl@hologic.com	Dave Natale
	PP-IM-206	10/01/2012	09/30/2015	Faxitron Bioptics	Paul Murtagh	520.399.8180	pmurtagh@faxitron.com	Dave Natale
Mobile C-Arms	PP-IM-181	10/01/2012	09/30/2015	GE-OEC Medical Systems	Stephen Raque	800.728.6596	stephen.raque@med.ge.com	Dave Natale
	PP-IM-190	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-202	10/01/2012	09/30/2015	Hologic Inc	Robert Scholl	440.321.2914	robert.scholl@hologic.com	Dave Natale
	PP-IM-208	10/01/2012	09/30/2015	Ziehm Imaging Inc	Bernie Byers	407.615.8560	bernie.byers@ziehm.com	Dave Natale
Molecular Imaging (Nuclear Medicine, PET/PET-CT)	PP-IM-187	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	8885012927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-195	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
MRI Compatible Monitoring Equipment (Patient Monitoring, Infusion Pumps)	PP-IM-176 AS-IM-176	01/01/2011	01/31/2015	IRadimed Corporation	Todd Weber	770.842.7132	tweber@iradimed.com	Dave Natale
	PP-IM-177 AS-IM-177	01/01/2011	01/31/2015	Invivo Corporation	Kenneth Rhodes	919.671.6018	krhodes@invivocorp.com	Dave Natale
	PP-IM-178	01/01/2011	01/31/2015	Medrad, Inc.	Cameron Cook	412.767.2400	ccook@medrad.com	Dave Natale
Radiation Oncology Information Systems	PP-IM-142	05/15/2010	02/28/2013	Elekta, Inc.	Holly Hatchett	615.792.9916	holly.hatchett@elekta.com	Dave Natale



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Radiation Treatment Planning Systems	PP-IM-144	05/15/2010	02/28/2013	Elekta, Inc.	Holly Hatchett	615.792.9916	holly.hatchett@elekta.com	Dave Natale
	PP-IM-145	05/15/2010	02/28/2013	Philips Healthcare	Peter Grant	703.464.0901	peter.grant@philips.com	Dave Natale
Specialty Distribution - Imaging / Radiation Oncology Equipment and Supplies	PP-IM-179	04/01/2012	03/31/2015	National Healthcare Distribution	William Mena	805.581.1980	bmena@nhd.net	Dave Natale
Ultrasound (Radiology, Cardiology, Hand Carried)	PP-IM-188	10/01/2012	09/30/2015	GE Healthcare	Peter Aftosmes	8885012927	peter.aftosmes@med.ge.com	Dave Natale
	PP-IM-196	10/01/2012	09/30/2015	Siemens Medical Solutions	Roger Lindgren	901.237.7665	roger.lindgren@siemens.com	Dave Natale
	PP-IM-201	10/01/2012	09/30/2015	Toshiba America Medical Systems, Inc.	Angie Ferguson	8479105027	aferguson@tams.com	Dave Natale
	PP-IM-209	10/01/2012	09/30/2015	Sonosite, Inc.	Dean Ehlers	262.827.9311	dean.ehlers@sonosite.com	Dave Natale
	PP-IM-210	10/01/2012	09/30/2015	Mindray DS USA	John Tull	201.995.8000	j.tull@mindray.com	Dave Natale
Nursing								
Airway Clearance Products	PP-NS-697	05/01/2012	04/30/2015	Hill-Rom Company, Inc.	Diane Kessens	812.934.8338	diane.kessens@hill-rom.com	Rosanna Rumbough
	PP-NS-699	05/01/2012	04/30/2015	Electromed Inc	Patti Radford	952.758.0359	pradford@electromed-usa.com	Charon Byrd
	PP-NS-698	05/01/2012	04/30/2015	Thayer Medical Corporation	Bridget Riceci	520.790.5393 x 2290	bridget.riceci@thayermedical.com	Meg Wyatt
Dialysis Products and Accessories	PP-NS-693	11/01/2011	10/31/2014	B. Braun Medical Inc.	Sam Amory	6106915400	sam.amory@bbraun.com	Charon Byrd
Electronic Thermometry	PP-NS-667 AS-NS-667	06/1/2011	05/31/2014	WELCH ALLYN INC	Dean Goldberg	800.769.4014 x 3125	goldbergd@welchallyn.com	Rosanna Rumbough
	PP-NS-668	06/1/2011	05/31/2014	EXERGEN CORPORATION	Marybeth Pompei	6179239900	mpompei@exergen.com	Rosanna Rumbough
Invasive Hemodynamic Monitoring Products and Accessories	PP-NS-673	07/01/2011	06/30/2014	EDWARDS LIFESCIENCES CORPORATION	Kristina Reyes	9492502642	kristina_reyes@edwards.com	Meg Wyatt
	PP-NS-674 AS-NS-674	07/01/2011	06/30/2014	ICU MEDICAL INC.	Mark Jorgensen	949.366.3550	mjorgensen@icumed.com	Charon Byrd
IV Therapy Products - Large Volume, PCA, Syringe Pumps with Pump Specific Sets	PP-IV-010	02/01/2009	01/31/2014	Carefusion 303	Joan Roberts	8174943916	joan.roberts@carefusion.com	Rosanna Rumbough
	PP-IV-013	02/01/2009	01/31/2014	Baxter Healthcare Corporation	Bob Buthod	8472705011	bob_buthod@baxter.com	Meg Wyatt
	PP-IV-014	02/01/2009	01/31/2014	Excelsior Medical Corporation	Anthony Saia	8475339189	tsaia@excelsiormedical.com	Meg Wyatt
	PP-IV-015	02/01/2009	01/31/2014	Hospira Worldwide	Dale Overcash	7048929870	dale.overcash@hospira.com	Charon Byrd
	PP-IV-017	02/01/2009	01/31/2014	Sigma International General Medical Apparatus LLC	Bob Buthod	8472705011	bob_buthod@baxter.com	Meg Wyatt
	PP-IV-018	02/01/2009	01/31/2014	Smiths Medical MD Inc	Juliet Larson	9726790889	juliet.larson@smiths-medical.com	Meg Wyatt
IV Therapy Products - TPN Compounders, Filling Devices, Elastomeric Pumps, and Admixture Products	PP-IV-041	02/01/2009	01/31/2014	Baxa Corporation	Steve Welch	3036172105	steve.welch@baxa.com	Meg Wyatt
	PP-IV-043	02/01/2009	01/31/2014	Baxter Healthcare Corporation	Bob Buthod	8472705011	bob_buthod@baxter.com	Meg Wyatt
	PP-IV-045	02/01/2009	01/31/2014	Hospira Worldwide	Dale Overcash	7048929870	dale.overcash@hospira.com	Charon Byrd
IV Therapy Products: Pharmacy Capital Equipment and Admixture Supplies	PP-IV-042	02/01/2009	01/31/2014	B. Braun Medical Inc.	William Miller	5135617224	bill.miller@bbraun.com	Charon Byrd



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IV Therapy Products: Non-Pharmacy Capital Equipment	PP-IV-012	02/01/2009	01/31/2014	B. Braun Medical Inc.	William Miller	5135617224	bill.miller@bbraun.com	Charon Byrd
Negative Pressure Wound Therapy	PP-NS-652	03/1/2011	05/31/2013	SMITH NEPHEW INC WOUND MANAGEMENT DIVISION	Dan Murphy	6365309906	dan.murphy@smith-nephew.com	Meg Wyatt
	AS-NS-652							
	PP-NS-651	03/1/2011	05/31/2013	KCI USA INC	Wes Snodgrass	7704231123	wes.snodgrass@kci1.com	Meg Wyatt
Patient Bedside Products	PP-NS-669	07/01/2011	06/30/2014	Medical Action Industries, Inc.	John Dinapoli	6314043770	john.dinapoli@medical-action.com	Rosanna Rumbough
	PP-NS-670	07/01/2011	06/30/2014	Medline Industries Inc.	Mark Parry	7049622111	mparry@medline.com	Meg Wyatt
	PP-NS-671	07/01/2011	06/30/2014	Vernacare Inc.	Lynn-Marie Green	8002682422	lynn-marie_green@vernacare.com	Charon Byrd
	PP-NS-672	07/01/2011	06/30/2014	Church Products	Judith Church	8003178161	judi@comfortpan.com	Meg Wyatt
Patient Lifts and Lateral Transfer Devices	PP-NS-709	08/01/2012	07/31/2015	ArjoHuntleigh Inc	Don Webster	602.751.2398	donald.webster@arjohuntleigh.com	Rosanna Rumbough
	PP-NS-710	08/01/2012	07/31/2015	THE Medical	Anthony Febbraro	410.363.1515	afebbraro@themedical.com	Rosanna Rumbough
	PP-NS-711	08/01/2012	07/31/2015	Joerns Healthcare Inc	Jack Sheehan	980.875.0244	jack.sheehan@joerns.com	Rosanna Rumbough
	PP-NS-712	08/01/2012	07/31/2015	Hill-Rom Company, Inc.	Diane Kessens	812.934.8338	diane.kessens@hill-rom.com	Rosanna Rumbough
	PP-NS-714	08/01/2012	07/31/2015	EZ Way Inc	Mary Landhuis	712.542.5102 x1810	mlandhuis@ezlifts.com	Rosanna Rumbough
	PP-NS-715	08/01/2012	07/31/2015	Guldmann, Inc.	Linda Bowman	813.880.0619 x202	lb@guldmann.net	Charon Byrd
	PP-NS-716	08/01/2012	07/31/2015	Hovertech International	Stacey Bailey	610.694.9600 x104	sbailey@hovermatt.com	Rosanna Rumbough
	PP-NS-717	08/01/2012	07/31/2015	McAuley Medical	John McAuley	603.227.7287	john@mcauleymedical.com	Meg Wyatt
	PP-NS-718	08/01/2012	07/31/2015	RoMedic Inc	Hans Sigvardsson	888.625.4343	hans.sigvardsson@romedic.com	Meg Wyatt
	PP-NS-719	08/01/2012	07/31/2015	Smart Medical Technology Inc	Curtis Pouncy	630.964.1689	cpouncy@smartmedtechnology.com	Charon Byrd



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Patient Temperature Management Products and Accessories	PP-NS-666	07/01/2011	06/30/2014	Life Recovery Systems HD LLC	Robert Neary	9732832800	rneary@life-recovery.com	Meg Wyatt
	PP-NS-663	07/01/2011	06/30/2014	Cincinnati Sub-Zero Products, Inc.	Dave Hensley	5137728810	dhensley@cszinc.com	Rosanna Rumbough
	PP-NS-664	07/01/2011	06/30/2014	Philips Medical Systems	Douglas Mccannel	8587139524	douglas.mccannel@philips.com	Rosanna Rumbough
	PP-NS-661	07/01/2011	06/30/2014	Stryker Corporation	Shri Parikh	2683852600	shri.parikh@stryker.com	Meg Wyatt
	PP-NS-662	07/01/2011	06/30/2014	Adroit Medical Systems Inc	Scott Gammons	8654588600	scott@adroitmedical.com	Rosanna Rumbough
Pulse Oximetry Devices	PP-NS-700	06/01/2012	02/28/2015	Covidien	Greg Goodall	7574509234	greg.goodall@covidien.com	Rosanna Rumbough
	PP-NS-701	06/01/2012	02/28/2015	Masimo Americas	Thomas Coy	4405460794	tcoy@masimo.com	Rosanna Rumbough
	PP-NS-702	06/01/2012	02/28/2015	Smiths Medical	Juliet Larson	972.679.0889	juliet.larson@smiths-medical.com	Meg Wyatt
Sedation Monitoring	PP-NS-752	01/01/2013	07/30/2015	Covidien US	Greg Goodall	508.261.8213	greg.goodall@covidien.com	Rosanna Rumbough
	PP-NS-753	01/01/2013	07/30/2015	Masimo Americas	Thomas Coy	440.546.0794	tcoy@masimo.com	Rosanna Rumbough
Vascular Compression Therapy	PP-NS-739	12/1/2012	11/30/2015	ArjoHuntleigh, Inc	Don Webster	602.751.2398	donald.webster@arjohuntleigh.com	Charon Byrd
	PP-NS-738	12/1/2012	11/30/2015	Covidien, US	Greg Goodall	508.261.8213	greg.goodall@covidien.com	Rosanna Rumbough
	PP-NS-740 AS-NS-740	12/1/2012	11/30/2015	Compression Therapy Concepts	Frank Ripullo	800.993.9013	fripullo@ctcdvt.com	Meg Wyatt
Pharmacy								
Automated Medication Distribution	PPPH14AMT01	07/01/2011	06/30/2014	Automed Technologies, Inc	Chris Leeds	407.701.0324	cleeds@amerisourcebergen.com	Michele Eller
	PPPH14CFS01	07/01/2011	06/30/2014	Carefusion Solutions, Inc	Cathy Meyers	612.275.4081	cathy.meyers@carefusion.com	Michele Eller
	PPPH14MBH01	07/01/2011	06/30/2014	Mckesson Automation, Inc	Lisa Henke	727.859.4350	lisa.henke@mckesson.com	Michele Eller
	PPPH14OMN01	07/01/2011	06/30/2014	Omniceil, Inc	Mike Dean	650.251.6200	miked@omnicell.com	Michele Eller
	PPPH14PSS01	07/01/2011	06/30/2014	PAR Excellence Systems, Inc.	Dick Felger	513.936.9744	dfelger@parexcellencesystems.com	Michele Eller
	PPPH14SWS01	07/01/2011	06/30/2014	Swisslog Management AG	Robin Arnold	303.576.8890	robin.arnold@swisslog.com	Michele Eller
Outpatient Pharmacy Technology	PPPH14KIR01	07/01/2011	06/30/2014	Kirby Lester, LLC	Mike Turone	847.984.0304	mturone@kirbylester.com	Michele Eller
	PPPH14ASR01	01/01/2012	06/30/2014	Asteres Inc.	David Clark	858.777.8602	dclark@asteres.com	Michele Eller
	PPPH14RXS01	07/01/2011	06/30/2014	Rx Security, Inc	Tricia Brommit	800.667.9723	tbrommit@rxsecurity.com	Michele Eller
Pharmacy Refrigerators	PPPH12AMA02	03/01/2011	02/28/2014	AMA Scientific, LLC	Josh Camp	609.267.2508	josh.camp@amascientific.com	Michele Eller
	PPPH12HLM01	03/01/2011	02/28/2014	Helmer, Inc.	Shannon Krenz	800.743.5637 x 3926	skrenz@helmerinc.com	Michele Eller
IV Robotics - Prep and Filling Devices	PPPH15CMC01	03/01/2012	02/28/2015	Chemocato, LLC	Thomas /herndi	212.473.2362	therndl@chemocato.com	Michele Eller
Primary Control Devices (IV Hoods)	PPPH13BAK01	07/01/2010	06/30/2013	The Baker Company	Cybelle Guerrero	800.992.2537	cybellebakerco@aol.com	Michele Eller
	PPPH13NUA01	07/01/2010	06/30/2013	Nuair, Inc	Holly Milless	800.328.3352 x 276	hmilless@nuair.com	Michele Eller
	PPPH14ISX01	04/01/2011	03/31/2014	Isensix	Donna Shaw	312.848.5200	dshaw@isensix.com	Michele Eller



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Wireless Temperature Monitoring	PPPH14REE01	04/01/2011	03/31/2014	Rees Scientific	Len Manzie	609.530.1055	contracts@reesscientific.com	Michele Eller
	PPPH14SNS01	04/01/2011	03/31/2014	SensoScientific Inc	Patricia Schaefer	805.823.8400	pat@sensotechnologies.com	Michele Eller
	PPPH14CPR01	02/15/2012	03/31/2014	Cooper-Atkins Corporation	Glenn Marcus	847.373.2033	gmarcus@cooper-atkins.com	Michele Eller
	PPPH14TMP01	04/01/2011	03/31/2014	Tempsys Inc	Craig Austin	510.526.7624	ca@tempsys.net	Michele Eller
Support Services								
Bulk Oxygen	PP-MM-070	11/01/2009	10/31/2014	Air Liquide Healthcare	Troy Fowler	5124179803	troy.fowler@airliquide.com	Beth Randolph
	PP-MM-071	11/01/2009	10/31/2014	Airgas, Inc	Jerry Anderskow	6027513109	jerry.anderskow@airgas.com	Beth Randolph
	PP-MM-072	11/01/2009	10/31/2014	Lifegas	Brian Curd	9087711731	briancurd@linde.com	Beth Randolph
	PP-MM-073	11/01/2009	10/31/2014	Praxair, Inc	Charles Tortorello	6303204168	chuck_tortorello@praxair.com	Beth Randolph
High Frequency Oscillatory and Intensive Care Ventilators	PP-MM-139	07/1/2011	06/30/2014	CareFusion 211	Joan Roberts	8174943916	joan.roberts@carefusion.com	Chris Dismuke
	PP-MM-141	07/1/2011	06/30/2014	Draeger Medical Inc	Ron Brito	6158155583	ron.brito@draeger.com	Chris Dismuke
	PP-MM-140	07/1/2011	06/30/2014	Nellcor Puritan Bennett, Inc.	Greg Goodall	7574509234	greg.goodall@covidien.com	Chris Dismuke
	PP-MM-142	07/1/2011	06/30/2014	Maquet, Inc.	Greg Patrick	7703311450	greg.patrick@maquet-inc.com	Chris Dismuke
	PP-MM-143	07/1/2011	06/30/2014	Newport Medical Instruments	Patti Gunter	214.399.1062	pgunter@newportmedical.com	Chris Dismuke
Patient Beds, Mattresses and Therapeutic Surfaces - Purchase	PP-MM-079	03/01/2010	02/28/2013	ARJOhuntleigh	Don Webster	6027512398	donald.webster@arjohuntleigh.com	Chris Dismuke
	PP-MM-080	03/01/2010	02/28/2013	Hill-Rom Company, Inc.	April Ngo	6158154030	april.ngo@hill-rom.com	Chris Dismuke
	PP-MM-081	03/01/2010	02/28/2013	Stryker	Shri Parikh	2683852600	shri.parikh@stryker.com	Chris Dismuke
	PP-MM-082	03/01/2010	02/28/2013	Hill-Rom Company, Inc.	Diane Kessens	812.934.8338	diane.kessens@hill-rom.com	Chris Dismuke
	PP-MM-083	03/01/2010	02/28/2013	KCI USA Inc	Jason Hoffman	5857648158	Jason.Hoffman@kci1.com	Chris Dismuke
	PP-MM-084	03/01/2010	02/28/2013	Stryker Medical	Shri Parikh	2683852600	shri.parikh@stryker.com	Chris Dismuke
	PP-MM-174	02/01/2012	02/28/2013	Size wise Rentals	Karen Campbell	608.347.3280	kcampbell@size wise.net	Chris Dismuke



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Physiological Monitoring Systems	PP-MM-162	03/01/2012	02/28/2015	Authentidate Holding Corp	Seth Loonan	9087871855	sloonan@authentidate.com	Chris Dismuke
	PP-MM-163	03/01/2012	02/28/2015	CJPS Healthcare Supplies and Equipment	Christophe Sevrain	2485931264	christophe@cjps-healthcare.com	Chris Dismuke
	PP-MM-164	03/01/2012	02/28/2015	GE Medical Systems Information Technologies, Inc.	Curtis Marks	9196762346	curtis.marks@med.ge.com	Chris Dismuke
	PP-MM-165	03/01/2012	02/28/2015	Nihon Kohden America, Inc.	Jim Fagan	8003250283	jim_fagan@nkusa.com	Chris Dismuke
	PP-MM-166	03/01/2012	02/28/2015	Philips Healthcare	Ron Sanders	6103047622	r.l.sanders@philips.com	Chris Dismuke
	PP-MM-167 AS-MM-167	03/01/2012	02/28/2015	Welch Allyn Inc	Dean Goldberg	8007694014	goldbergd@welchallyn.com	Chris Dismuke
Polysomnography, Neurological Equipment and Accessories	PP-MM-097	05/01/2010	04/30/2013	Cadwell Laboratories, Inc.	Theresa Sickler	8002453001	theresas@cadwell.com	Chris Dismuke
	PP-MM-098	05/01/2010	04/30/2013	Nihon Kohden America, Inc.	Jim Fagan	8003250283	jim_fagan@nkusa.com	Chris Dismuke
Pulmonary Function and Metabolic Analyzers	PP-MM-136	07/01/2011	06/30/2014	Alliance Tech Medical, Inc.	Jeffrey Janisch	N/A	jjanisch@alliancetechmedical.com	Chris Dismuke
	PP-MM-138	07/01/2011	06/30/2014	Medical Graphics Corporation	Maureen Vandal	6514844874	mvandal@medgraphics.com	Chris Dismuke
	PP-MM-137	07/01/2011	06/30/2014	CareFusion 211	Joan Roberts	8174943916	joan.roberts@carefusion.com	Chris Dismuke
Stretchers	PP-MM-089	03/01/2010	02/28/2013	Hill-Rom Company, Inc.	Diane Kessens	812.934.8338	diane.kessens@hill-rom.com	Chris Dismuke
	PP-MM-090	03/01/2010	02/28/2013	Stryker Medical	Shri Parikh	2683852600	shri.parikh@stryker.com	Chris Dismuke
	PP-MM-091	03/01/2010	02/28/2013	Transmotion Medical, Inc.	Ryan Yerkey	3302394192	ryanyerkey@transmotionmedical.com	Chris Dismuke
Wall Desks and Patient Charting Equipment and Supplies	PP-MM-117 AS-MM-117	01/01/2011	04/30/2013	First Hospital Products, Inc.	Tom Mislin	7167317814	tmislin@firstproducts.com	Beth Randolph
Surgical Services								
Anesthesia Equipment	PP-OR-642 AS-OR-642	07/01/2010	06/30/2013	GE Medical Systems Information Technologies, Inc.	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Ben Robinson
	PP-OR-643 AS-OR-643	07/01/2010	06/30/2013	Draeger Medical Inc	Ron Brito	6158155583	ron.brito@draeger.com	Ben Robinson
	PP-OR-644	07/01/2010	06/30/2013	Penlon America	Brandon Ho	314.719.7527	brandon.ho@penlin.com	Ben Robinson
Arthroscopy Supplies	PP-OR-630	05/01/2010	04/30/2013	Conmed / Linvatec	Robert Deluca	7045547367	bobdeluca@conmed.com	Ben Robinson
	PP-OR-631	05/01/2010	04/30/2013	Stryker	Shri Parikh	2683852600	shri.parikh@stryker.com	Kimberly Diewald
	PP-OR-632	05/01/2010	04/30/2013	Smith & Nephew Inc Endoscopy Division	Dan Murphy	6365309906	dan.murphy@smith-nephew.com	Brian Maas
Automated Endoscopic Reprocessor	PP-OR-815	03/01/2012	02/28/2015	Johnson & Johnson Health Care Systems, Inc.	Kit Schumaker	2673373146	kschumak@its.jnj.com	Ben Robinson
	PP-OR-816	03/01/2012	02/28/2015	Minntech Corp	Gil Rico	6128053614	grico@minntech.com	Christian Flohr
	PP-OR-817 AS-OR-817	03/01/2012	02/28/2015	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Ben Robinson
ETO Sterilizers	PP-OR-814	03/01/2012	02/28/2015	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Kimberly Diewald



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Gas Plasma Sterilization	PP-OR-819	03/01/2012	02/28/2015	Johnson & Johnson Health Care Systems, Inc.	Kit Schumaker	2673373146	kschumak@its.jnj.com	Ben Robinson
	PP-OR-820 AS-OR-820	03/01/2012	02/28/2015	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Kimberly Diewald
Gastrointestinal Endoscopy Products	PP-OR-496	01/01/2009	01/31/2013	Boston Scientific Company	Bob Laird	8006979420	lairdb@bsci.com	Kimberly Diewald
	PP-OR-497	01/01/2009	01/31/2013	Cook Medical, Inc.	Ken Calabrese	8004574448	ken.calabrese@cookmedical.com	Kimberly Diewald
Liquid Medical Waste Management Systems	PP-OR-768	11/01/2011	10/31/2014	Deroyal Industries Inc	Erik Osland	6027439688	eosland@deroyal.com	Brian Maas
	PP-OR-769	11/01/2011	10/31/2014	Dornoch Medical Systems, Inc.	Kristen Wiese	7732792229	kwiese@dornoch.com	Ben Robinson
	PP-OR-770 AS-OR-770	11/01/2011	10/31/2014	Stryker Corporation	Shri Parikh	268.385.2600	shri.parikh@stryker.com	Kimberly Diewald
Medical Lasers and Light Based Systems	PP-OR-864	05/01/2012	04/30/2015	Lumenis	Mark Merritt	408.764.3000	mark.merritt@lumenis.com	Brian Maas
	PP-OR-863 AS-OR-863	05/01/2012	04/30/2015	MaxiFlex LLC	Derek Levesque	504.265.8972	dlevesque@maxiflexllc.com	Brian Maas
	PP-OR-862 AS-OR-862	05/01/2012	04/30/2015	Laser Engineering	Brian Sanders	615.231.4506	b.sanders@sslaserengineering.com	Brian Maas
Neurosurgical Products	PP-OR-759	09/01/2011	08/31/2014	INTEGRA NEUROSCIENCES	Christopher Bartlett	3212467107	christopher.bartlett@integralife.com	Kimberly Diewald
	PP-OR-760	09/01/2011	08/31/2014	Misonix Inc	Stephen George	6319279116	sgeorge@misonix.com	Ben Robinson
	PP-OR-761	09/01/2011	08/31/2014	Stryker	Shri Parikh	2683852600	shri.parikh@stryker.com	Kimberly Diewald
	PP-OR-758	09/01/2011	08/31/2014	Aesculap, Inc.	John Hay	7705600740	john.hay@aesculap.com	Kimberly Diewald



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Products	Contract Number	Start Date	End Date	Company Name	Contact	Phone	E-mail	Contract Manager / Director
OR Integration/Automation Systems	PP-OR-771	01/01/2012	12/31/2014	Nuvo, Inc.	Brett Messina	8148994220	brett.messina@nuvosurgical.com	Christian Flohr
	PP-OR-772	01/01/2012	12/31/2014	Olympus America, Inc.	Cliff Echard	8006458100	cliff.echard@olympus.com	Ben Robinson
	PP-OR-773	01/01/2012	12/31/2014	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Kimberly Diewald
	PP-OR-774	01/01/2012	12/31/2014	Skytron	Michael Breslin	6023217048	mbreslin@skytron.us	Ben Robinson
	PP-OR-775	01/01/2012	12/31/2014	Oasys Healthcare Corporation	Dave Stinson	9058523399	dstinson@oasyshealthcare.com	Christian Flohr
	PP-OR-780	01/01/2012	12/31/2014	Stryker Corporation	Shri Parikh	2683852600	shri.parikh@stryker.com	Kimberly Diewald
OR Lights and Booms	PP-OR-593	02/01/2010	01/31/2013	Maquet, Inc.	Bryce Fehr	8886278383	bryce.fehr@maquet-inc.com	Christian Flohr
	PP-OR-594	02/01/2010	01/31/2013	Berchtold Corporation	Steve de Vries	8435696100	steve.devries@berchtold.biz	Brian Maas
	PP-OR-595	02/01/2010	01/31/2013	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Kimberly Diewald
	PP-OR-596	02/01/2010	01/31/2013	Stryker Corporation	Shri Parikh	2683852600	shri.parikh@stryker.com	Kimberly Diewald
	PP-OR-597	02/01/2010	01/31/2013	Nuvo, Inc.	Brett Messina	8148994220	brett.messina@nuvosurgical.com	Christian Flohr
	PP-OR-598	02/01/2010	01/31/2013	Skytron	Michael Breslin	6023217048	mbreslin@skytron.us	Ben Robinson
	PP-OR-599	02/01/2010	01/31/2013	Amico Corporation	Marco Acchione	905.764.0800	macchione@amico.com	Christian Flohr
	PP-OR-600	02/01/2010	01/31/2013	Trumpf Medical Systems	Andy Reding	8435340606	andy.reding@us.trumpf-med.com	Christian Flohr
OR Tables	PP-OR-587	02/01/2010	01/31/2013	Maquet, Inc.	Bryce Fehr	8886278383	bryce.fehr@maquet-inc.com	Christian Flohr
	PP-OR-588	02/01/2010	01/31/2013	Skytron	Michael Breslin	6023217048	mbreslin@skytron.us	Ben Robinson
	PP-OR-589	02/01/2010	01/31/2013	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Kimberly Diewald
	PP-OR-590	02/01/2010	01/31/2013	Berchtold Corporation	Steve de Vries	8435696100	steve.devries@berchtold.biz	Brian Maas
	PP-OR-591 AS-OR-591	02/01/2010	01/31/2013	Nuvo, Inc.	Brett Messina	814.899.4220	brett.messina@nuvosurgical.com	Christian Flohr
	PP-OR-592	02/01/2010	01/31/2013	Trumpf Medical Systems	Andy Reding	843.534.0084	andy.reding@us.trumpf-med.com	Christian Flohr
Orthopedic Power Tools and Accessories	PP-OR-638	05/01/2010	04/30/2013	Brasseler USA	David Bulman	912.925.8525	davidbulman@brasslerusa.com	Brian Maas
	PP-OR-639 AS-OR-639	05/01/2010	04/30/2013	Conmed / Linvatec	Robert Deluca	704.554.7367	bob_deluca@mail.conmed.com	Ben Robinson
	PP-OR-640	05/01/2010	04/30/2013	Microaire Surgical Instruments, Inc.	Greg Burns	434.975.8375	greg.burns@microaire.com	Brian Maas
	PP-OR-641	05/01/2010	04/30/2013	Stryker Instruments	Shri Parikh	268.385.2600	shri.parikh@stryker.com	Kimberly Diewald
Perfusion Products	PP-OR-800	02/01/2012	01/31/2015	Terumo Cardiovascular Systems	Michael Buscemi	800.262.3304 x 6874	michael.buscemi@terumomedical.com	Brian Maas
	PP-OR-798	02/01/2012	01/31/2015	Medtronic Usa, Inc.	Tim Howard	763.514.4000	tim.howard@medtronic.com	Brian Maas



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	PP-OR-799	02/01/2012	01/31/2015	Sorin Group S.p.a.	Keith Robbins	303.467.6636	keith.robbs@sorin.com	Brian Maas
Refurbished OR Capital Equipment	PP-OR-951	10/01/2012	09/30/2015	Future Health Concept	Kimberly Kern	407.322.3672	kkern@fhcusa.com	Christian Flohr
	PP-OR-952	10/01/2012	09/30/2015	Heartland Medical Sales and Services, LLC	Michael Dirr	502.671.1014	Mdirr@heartlandmeds.com	Christian Flohr
	PP-OR-953	10/01/2012	09/30/2015	Metropolitan Medical Services	Jeffrey Rhinehart	828.250.0171	j.rhinehart@metropolitanmed.com	Christian Flohr
	PP-OR-954	10/01/2012	09/30/2015	Steris Corporation	Brian Thomas	636.273.5845	brian_thomas@steris.com	Christian Flohr
	PP-OR-955	10/01/2012	09/30/2015	World Medical Equipment	Kevin Grant		kgrant@worldmedicalequip.com	Christian Flohr
Smoke Evacuation Systems and Related Accessories	PP-OR-669	09/01/2010	08/31/2013	Medline Industries Inc.	Mark Parry	704.814.0941	mparry@medline.com	Kimberly Diewald
	PP-OR-668 AS-OR-668	09/01/2010	08/31/2013	Microtek Medical, Inc.	Brenda Valente	952.401.1989	brenda.valente@ecolab.com	Christian Flohr
	PP-OR-667	09/01/2010	08/31/2013	Buffalo Filter	Kathleen Albon	716.835.7000 x 210	kathleen.albon@buffalofilter.com	Brian Maas
Steam Sterilizers	PP-OR-821	03/01/2012	02/28/2015	Belimed Inc	Pam Palmer	8432167424	ppalmer@belimed.us	Christian Flohr
	PP-OR-822	03/01/2012	02/28/2015	Getinge USA Inc	Charles Burrage	7139078195	charles.burrage@getingeusa.com	Christian Flohr
	PP-OR-823 AS-OR-823	03/01/2012	02/28/2015	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Christian Flohr
Surgical Endoscopy and Video Equipment	PP-OR-777 AS-OR-777	01/01/2012	12/31/2014	Stryker Endoscopy	Shri Parikh	268.385.2600	shri.parikh@stryker.com	Kimberly Diewald
	PP-OR-778	01/01/2012	12/31/2014	Olympus America, Inc.	Pres Judy	404.863.4597	pres.judy@olympus.com	Ben Robinson
Surgical Energy Products	PP-OR-665	09/01/2010	08/31/2015	Conmed Corporation	Robert Deluca	7045547367	bobdeluca@conmed.com	Ben Robinson
	PP-OR-664	09/01/2010	08/31/2015	Tyco Healthcare (Valleylab)	Greg Goodall	7574509234	greg.goodall@covidien.com	Kimberly Diewald
	PP-OR-666	09/01/2010	08/31/2015	Medline Industries Inc.	Mark Parry	7049622111	mparry@medline.com	Kimberly Diewald
Surgical Headlights	PP-OR-922	10/01/2012	09/30/2015	Designs for Vision, Inc	Jeff Anderson	631.585.3404	jeffanderson@dvimail.com	Brian Maas
	PP-OR-923	10/01/2012	09/30/2015	SheerVision Incorporated	Martin Chaput	310.265.8918 x213	mchaput@sheervision.com	Brian Maas
	PP-OR-924	10/01/2012	09/30/2015	Sunoptic Technologies	Dave Mutch	904.737.7611	dave.mutch@sunopticttech.com	Brian Maas
Video Laryngoscopes	PP-OR-781	10/01/2011	09/30/2014	Ambu Inc	John Schmitz	8472269780	jws@ambu.com	Ben Robinson
	PP-OR-782	10/01/2011	09/30/2014	King Systems Corp	Nina Jones	3177766823	njones@kingsystems.com	Ben Robinson



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Washers and Decontaminators	PP-OR-824	03/01/2012	02/28/2015	Belimed Inc	Pam Palmer	8432167424	ppalmer@belimed.us	Christian Flohr
	PP-OR-825	03/01/2012	02/28/2015	Getinge USA Inc	Charles Burrage	7139078195	charles.burrage@getingeusa.com	Christian Flohr
	PP-OR-826	03/01/2012	02/28/2015	Midbrook Inc	Tammy Vannest	5177873481	tvannest@midbrook.com	Christian Flohr
	PP-OR-827 AS-OR-827	03/01/2012	02/28/2015	Steris Corporation	Brian Thomas	6362735845	brian_thomas@steris.com	Christian Flohr
Women and Children Capital								
Auditory Products and Related Accessories	PP-WC-044	05/01/2010	04/30/2013	Natus Medical Inc	Kenneth Traverso	800.244.3901 x 244	ktraverso@natus.com	Charon Byrd
	PP-WC-047	05/01/2010	04/30/2013	Otodynamics Ltd	John Morgan	828.478.9880	john@otodynamics.com	Charon Byrd
Bladder Scanners	PP-WC-064	06/01/2011	05/31/2014	Medline Industries Inc.	Mark Parry	704.814.0941	mparry@medline.com	Meg Wyatt
Breast Screening Equipment - Non-Radiology	PP-WC-085	04/01/2012	03/31/2015	NeoMatrix	John Stroh	949.753.7844	jstroh@neomatrix.com	Rosanna Rumbough
Breast Pump Equipment and Accessories	PP-WC-057 AS-WC-057	04/01/2011	03/31/2014	Evenflo Company, Inc.	Jill Love	6145716291	jill.love@ameda.com	Charon Byrd
	PP-WC-058	04/01/2011	03/31/2014	Limerick Inc	Patricia Kelly	818.566.3060 x 103	patricia.kelly@limerickinc.com	Charon Byrd
	PP-WC-056	04/01/2011	03/31/2014	Medela, Incorporated	James Hughes	435.831.6583	jim.hughes@medela.com	Charon Byrd
Cerebral and Regional Oximetry Equipment	PP-WC-055	02/01/2011	01/31/2014	Nonin Medical Inc	Phil Strasser	612.325.6311	phil.strasser@nonin.com	Rosanna Rumbough
	PP-WC-073	11/01/2011	01/31/2014	Nellcor Puritan Bennett, Inc.	Greg Goodall	757.450.9234	greg.goodall@covidien.com	Rosanna Rumbough
Cribs, Bassinets, Youth Beds and Related Products	PP-WC-045	04/01/2010	03/31/2013	Homewood Health Care	Donald Delewese	614.766.4862	ddelewese@homewoodhealthcare.com	Charon Byrd
	PP-WC-046	04/01/2010	03/31/2013	NK Medical Products Inc	Joseph Manzella	716.759.7200	jmanzella@nkmedicalproducts.com	Charon Byrd
Fetal Monitoring	PP-WC-088 AS-WC-088	03/01/2012	02/28/2015	GE Medical Systems Information Technologies, Inc.	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Rosanna Rumbough
	PP-WC-089	03/01/2012	02/28/2015	Philips Healthcare	Peter Grant	7034640901	peter.grant@philips.com	Rosanna Rumbough
Handheld Dopplers	PP-WC-066	08/01/2011	07/31/2014	ARJOhuntleigh	Chris Ryan	800.323.12455 x 4537	christopher.ryan@arjohuntleigh.com	Charon Byrd
	PP-WC-067	08/01/2011	07/31/2014	Newman Medical	Spencer Newman	847.283.9177	spencer.newman@newman-medical.com	Charon Byrd
Infant Care Capital Equipment	PP-WC-093	08/01/2012	07/31/2015	Datex-Ohmeda, Inc.	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Rosanna Rumbough
	PP-WC-094	08/01/2012	07/31/2015	Children's Medical Ventures	Michael Kniery	615.426.4362	mike.kniery@philips.com	Rosanna Rumbough
	PP-WC-095 AS-WC-095	08/01/2012	07/31/2015	Draeger Medical Inc	Ron Brito	615.815.5583	ron.brito@draeger.com	Rosanna Rumbough
	PP-WC-096	08/01/2012	07/31/2015	Fisher & Paykel Healthcare, Inc.	Mark Fogleman	704.906.5627	mark.fogleman@fphcare.com	Rosanna Rumbough
	PP-WC-097	08/01/2012	07/31/2015	Neoforce Group, Inc.	Monica Ferrante	215.672.6800 x203	monica.ferrante@neoforcegroup.com	Rosanna Rumbough
	PP-WC-098	08/01/2012	07/31/2015	Medela, Incorporated	James Hughes	800.435.8316 x5583	jim.hughes@medela.com	Charon Byrd



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OB Data Management Systems	PP-WC-086 AS-WC-086	03/01/2012	02/28/2015	GE Medical Systems Information Technologies, Inc.	Curtis Marks	919.676.2346	curtis.marks@med.ge.com	Rosanna Rumbough
	PP-WC-087	03/01/2012	02/28/2015	Philips Healthcare	Peter Grant	7034640901	peter.grant@philips.com	Rosanna Rumbough
Radio Frequency Band Adult & Infant Security Systems	PP-WC-084	12/01/2011	11/30/2014	RF Technologies	David Barden	2628531268	dbarden@rft.com	Rosanna Rumbough
Simulation Training Equipment and Centers	PP-WC-101	12/1/2012	11/30/2014	Ambu, Inc	John Schmitz	800.262.8673	jws@ambu.com	Meg Wyatt
	PP-WC-100	12/1/2012	11/30/2014	Laerdal Medical Corp	Bruce Cadwell	800.297.7770	bruce.cadwell@laerdal.com	Rosanna Rumbough
Vein Finder Equipment	PP-WC-074	10/01/2011	09/30/2014	AccuVein, LLC	Keith Popp	888.909.8888	keith@accuvein.com	Charon Byrd
	PP-WC-075	10/01/2011	09/30/2014	Christie Medical Holdings, Inc	Lisa Rains	205.807.0741	lisa.rains@christiedigital.com	Charon Byrd
Emergency Evacuation System	PP-WC-083	12/01/2011	11/30/2014	Evacucorp, Inc	Chip Conner	502.876.1439	chip_scm@hotmail.com	Rosanna Rumbough
Food Service								
Vending Machines and Services	SD-DI-002	01/01/2012	12/31/2014	Gilly Vending	Gilda Rosenberg	305.620.8081	gilda@gillyvending.com	Deborah Williams

Article 11 – Insurance and Bonds

11.1.1 Delete the semicolon at the end of Clause 11.1.1.1 and add the following:

, including private entities performing Work at the site and exempt from the coverage on account of number of employees or occupation, which entities shall maintain voluntary compensation coverage at the same limits specified for mandatory coverage for the duration of the Project.

11.1.1.2 Delete the semicolon at the end of Clause 11.1.1.2 and add the following:

, or persons or entities excluded by statute from the requirements of Clause 11.1.1.1 but required by the Contract Documents to provide the insurance required by that Clause to include individual proprietors and /or partners operating in a partnership.

11.1.1.9 Add the following subparagraph:

.9 Liability insurance shall include all major division of coverage and be on a Commercial General Liability basis including:

1. Premises operations (including X, C and U coverages as applicable).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability.
5. Contractual, including specified provision for Contractor's obligation under paragraph 3.18.
6. Owned, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations.

11.1.1.10 Add the following subparagraphs:

.10 If the General Liability coverages are provided by a Commercial General Liability policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with subparagraph 9.10.2.

11.1.2 Add the following subparagraphs:

11.1.2.1 The insurance required by subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation:

- | | |
|---|-------------------------------------|
| a. State: South Dakota | Statutory |
| b. Applicable Federal (eg Longshoremen's) | Statutory |
| c. Employer's Liability: \$100,000.00 | per Accident |
| | \$100,000.00 Disease, Policy Limit |
| | \$500,000.00 Disease, Each Employee |

2. Commercial General Liability (including Premises-Operations; Independent Contractors' Protective; Products & Completed Operations; Broad Form Property Damage):

- | | |
|-----------------|----------------|
| Each Occurrence | \$1,000,000.00 |
| Aggregate | \$2,000,000.00 |

- a. Products and Completed Operations to be maintained for (2) years after final payment.
- b. Property Damage Liability Insurance shall provide X,C and U coverage. Any exception to the above must be noted on the certificate.

c. Broad Form Property Damage Coverage shall include Completed Operations.

3. Contractual Liability:

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

4. Personal Injury

Each Occurrence	\$1,000,000.00
Aggregate	\$1,000,000.00

5. Business Auto Liability (including owned, non-owned and hired vehicles):

Combined Single Limit \$1,000,000.00

6. Commercial General Liability shall include the following:

a. General aggregate shall not be less than \$1,000,000 and it shall apply, in total to this Project only.

b. Fire Damage Limit shall not be less than \$100,000 on any one fire.

c. Medical Expense Limit shall not be less than \$5,000 on any one person.

d. If, under the terms of the policy, any Aggregate Limit is reduced by 10% on account of the total of all claims, paid or pending, for which the Contractor is, or may be, legally liable, the Contractor shall notify the Owner in writing within 10 days of such reduction or potential reduction. Notification shall indicate separate totals, paid and pending, for each Limit. If instructed by the Owner in writing, the Contractor shall, at its own expense, restore the Aggregate Limits to their respective original amounts or submit evidence to the Owner that the original Aggregate Limits are being maintained. Within 30 days of receipt of notice, Contractor shall submit a revised Certificate of Insurance indicating restoration or maintenance of such Aggregate Limits. The Contractor may, on its own, restore the Aggregate Limits to the original amounts for this Project only at any time during progress of the Work without relying on notification by Owner.

7. Umbrella Excess Liability:

\$5,000,000.00 Over primary insurance Each Occurrence.

\$5,000,000.00 Over primary insurance General Aggregate.

\$1,000,000.00 Over primary insurance Products 7 Completed Operations Aggregate.

\$ 10,000.00 retention for self-insured Hazards, Each Occurrence.

11.1.3 Add the following sentences to subparagraph 11.1.3:

The Certificates shall be the most current edition of ACORD Form 25S with the following modifications:

The "CANCELLATION" statement shall read as follows:

"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named to the left."

11.3.1 Modify the first sentence of Subparagraph 11.3.1 as follows: Delete "Unless otherwise provided, the Owner" and substitute "the Contractor".

11.3.1 Add the following sentence to the end of subparagraph:

The form of the policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto.

11.3.1.1 Add the following sentence to the end subparagraph 11.3.1.1:

The form of Policy for this coverage shall be Completed Value.

11.3.1.2 Delete Clause 11.3.1.2.

11.3.1.3 Delete Clause 11.3.1.3.

11.3.4 Delete subparagraph 11.3.4.

11.3.6 Delete and substitute with the following:

11.3.6 Before an exposure to loss may occur, the Contractor shall file with the Owner two certified copies of the policy of policies providing this Property Insurance coverage, each containing those endorsements specifically related to the Project. The perils of surface water, earthquake and flood shall be specifically included. Each policy shall contain a provision that the policy will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the Contractor.

11.3.7 Modify subparagraph 11.3.7 by substituting "Contractor" for "Owner" at the end of the first sentence.

11.3.8 Modify subparagraph 11.3.8 by substituting "Contractor" for "Owner" as fiduciary.

11.3.9 Modify subparagraph 11.4.9 by substituting "Contractor" for "Owner" each time the latter word appears.

11.3.10 Modify subparagraph 11.4.10 substituting "Contractor" for "Owner" each time the latter word appears.

ARTICLE 11, INSURANCE AND BONDS

Replace the words "the Contract Documents" with the words "subparagraph 11.1.5" in the first sentence of subparagraph 11.1.2.

Add the following subparagraph:

11.1.5. Insurance shall be:

- .1 Written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident, or
- .2 Written with a combined bodily injury and damage liability of not less than \$700,000 per occurrence; and with an aggregate of not less than \$700,000 per occurrence.

Modify the first sentence of subparagraph 11.3.1 as follows:

11.3.1 Delete "Unless otherwise provided, the Owner" and substitute "The Contractor".

Add the following sentences to the end of subparagraph 11.3.1

The policy shall name as the insured the Contractor and the Owner. If the Owner is damaged by the failure of the Contractor to purchase and maintain such insurance without so notifying the Owner in writing, then the Contractor shall bear all reasonable costs attributable thereto.

Insert the word "Owner" after the words "protect the interests of the" in the second sentence of subparagraph 11.3.1.2.

Add the following sentence to the end of subparagraph 11.3.6: The

provisions of this subparagraph shall apply to the Contractor if the Contractor purchases and maintains said insurance coverage.

Delete subparagraph 11.3.7 in its entirety.

Delete subparagraph 11.4.1 and substitute the following:

11.4.1 The Contractor shall furnish the Owner bonds covering faithful performance of the Contract and payment of obligations arising thereunder within ten (10) calendar days after receipt of the Notice of Award. The surety company executing the bonds must hold a certificate of authority as an acceptable surety on Federal bonds as listed in Treasury Circular 570, and be authorized to transact business in the State where the Project is located. The bonds (using the forms included in the Bidding Documents) shall each be equal to the amount of the

Contract Sum. The cost of these bonds shall be included in the Contract Sum

Add the following subparagraphs:

11.4.1.1 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current power of attorney.

11.4.1.2 If at any time a surety on any such bond is declared bankrupt or loses its right to do business in the State in which the work is to be performed or is removed from the list of surety companies accepted on Federal Bonds, the Contractor shall within ten (10) calendar days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums of such bond shall be paid by any Contractor. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable bond to the Owner.

1.7 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work.[A Performance Bond, separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.]

ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND

1 7.1 - Bond Requirements:

1.7 Add Section 7.1.1.1:

- A. 7.1.1.1 - Both a Performance Bond and a Payment Bond will be required, each in an amount equal to 100 percent of the Contract Sum.

2 7.2 - Time of Delivery and Form of Bonds:

2.7 Delete the first sentence of Section 7.2.1 and insert the following:

- A. The Bidder shall deliver the required bonds to Owner no later than [10] days after the date of Notice of Intent to Award and no later than the date of execution of the Contract, whichever occurs first. Owner may deem the failure of the Bidder to deliver required bonds within the period of time allowed a default.

2.8 Delete Section 7.2.3 and insert the following:

- A. 7.2.3 - Bonds shall be executed and be in force on the date of the execution of the Contract.

2 Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 015000 "Temporary Facilities and Controls," each contractor is responsible for the following:

- 2.7 Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
- 2.8 Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
- 2.9 Its own field office, complete with necessary furniture, utilities, and telephone service.
- 2.10 Its own storage and fabrication sheds.
- 2.11 Temporary enclosures for its own construction activities.
- 2.12 Staging and scaffolding for its own construction activities.
- 2.13 General hoisting facilities for its own construction activities, up to 2 tons (2000 kg).
- 2.14 Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
- 2.15 Progress cleaning of work areas affected by its operations on a daily basis.
- 2.16 Secure lockup of its own tools, materials, and equipment.
- 2.17 Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

- 3 Temporary Heating, Cooling, and Ventilation: [The General Construction Contract] [The HVAC Contract] [Project coordinator] is responsible for temporary heating, cooling, and ventilation, including utility-use charges, temporary meters, and temporary connections.
- 4 Temporary Heating, Cooling, and Ventilation: [The General Construction Contract] [The HVAC Contract] [Project coordinator] is responsible for temporary heating, cooling, and ventilation before weather tight enclosure of building is complete. [The General Construction Contract] [The HVAC Contract] [Project coordinator] is responsible for temporary heating, cooling, and ventilation after permanent enclosure of building is complete[and Owner will pay utility-use charges].
- 5 Use Charges: Comply with the following:
 - 5.7 Sewer Service: Include the cost for sewer service use by all parties engaged in construction activities at Project site in the [General Construction] [Plumbing] Contract.

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- 5.8 Water Service: Include the cost for water service, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site in the [General Construction] [Plumbing] Contract.
 - 5.9 Electric Power Service: Include the cost for electric power service, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site in the [General Construction] [Electrical] Contract.
- 6 Work in the General Construction Contract includes, but is not limited to, the following:
- 6.7 Remaining work not identified as work under other contracts.
 - 6.8 Site preparation, including clearing, building demolition and relocations, and earthwork.
 - 6.9 Site improvements, including roadways, parking lots, pedestrian paving, site development furnishings and equipment, and landscaping.
 - 6.10 Tunnels for site utilities.
 - 6.11 Selective demolition.
 - 6.12 Foundations, including footings, foundation walls[, and piles].
 - 6.13 Slabs-on-grade, including earthwork, subdrainage systems, and insulation.
 - 6.14 Below-grade building construction, including excavation, backfill, and thermal and moisture protection.
 - 6.15 Superstructure, including floor and roof construction [and] [sprayed fire-resistive materials] [and] [board fire protection].
 - 6.16 Exterior closure, including walls,[parapets,] doors, windows[, and louvers].
 - 6.17 Roofing, including coverings, flashings [roof specialties] [and] [glazed openings].
 - 6.18 Interior construction, including partitions, doors,[interior glazed openings,] and fittings.
 - 6.19 Fire-protection specialties.
 - 6.20 Stairs, including railings and finishes.
 - 6.21 Interior finishes [finish carpentry] [architectural woodwork] and built-in casework.
 - 6.22 Miscellaneous items, including [concrete equipment bases] [and] [painting of mechanical and electrical work].
 - 6.23 Conveying systems, including [elevators] [wheelchair lifts] [escalators] [and] [cranes].
 - 6.24 Equipment, including the following:
 - A. Stage equipment.
 - B. Projection screens.
 - C. Loading dock equipment.
 - D. Waste compactors.
 - E. Foodservice equipment.
 - F. Residential appliances.
 - G. Laboratory fume hoods.
 - 6.25 Furnishings, including [casework] [window treatments] [floor grilles and mats] [and] [seating]
 - 6.26 Special construction, including the following:
 - A. Preengineered structures.
 - B. Special-purpose rooms.
 - C. Radiation protection.
- 7 Temporary facilities and controls in the General Construction Contract include, but are not limited to, the following:

- 7.7 Temporary facilities and controls that are not otherwise specifically assigned to the [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
- 7.8 Sediment and erosion control.
- 7.9 Unpiped sewers and drainage, including drainage ditches, dry wells, stabilization ponds, and containers.
- 7.10 Stormwater control.
- 7.11 Unpiped temporary toilet fixtures, wash facilities, and drinking water facilities, including disposable supplies.
- 7.12 Temporary enclosure for building exterior, except as indicated.
- 7.13 Temporary roads and paved areas.
- 7.14 Dewatering facilities and drains.
- 7.15 Excavation support and protection, unless required solely for the Work of another contract.
- 7.16 Special or unusual hoisting requirements for construction activities, including hoisting loads in excess of 2 tons (2000 kg), hoisting material or equipment into spaces below grade, and hoisting requirements outside building enclosure.
- 7.17 Project identification and temporary signs.
- 7.18 General waste disposal facilities.
- 7.19 Pest control.
- 7.20 Temporary stairs.
- 7.21 Temporary fire-protection facilities.
- 7.22 Barricades, warning signs, and lights.
- 7.23 Site enclosure fence.
- 7.24 Covered walkways.
- 7.25 Security enclosure and lockup.
- 7.26 Environmental protection.
- 7.27 Restoration of Owner's existing facilities used as temporary facilities.
- 7.28 <Insert temporary facilities and controls>.

1.6 BID PACKAGE (PLUMBING CONTRACT)

A. Work in the Plumbing Contract includes, but is not limited to, the following:

- 1. Site water supply and distribution.
- 2. Site sanitary sewerage.
- 3. Site storm drainage.
- 4. Site fuel distribution.
- 5. Site special plumbing systems.
- 6. Plumbing fixtures.
- 7. Domestic water distribution.
- 8. Sanitary waste.
- 9. Stormwater drainage.
- 10. Special plumbing systems, including the following:
 - a. Compressed air.
 - b. Deionized water.
 - c. Distilled water.
 - d. Fuel oil.
 - e. Natural gas.
 - f. Medical gas.
 - g. Vacuum.
 - h. Acid waste.
 - i. Pools and fountains.
- 11. Fire-suppression systems.
- 12. Special fire-suppression systems, including the following:

- a. Foam fire-extinguishing systems.
 - b. Clean-agent extinguishing systems.
13. Plumbing connections to equipment furnished by the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
 14. <Insert descriptions of the Work>.
- B. Temporary facilities and controls in the Plumbing Contract include, but are not limited to, the following:
1. Piped sewerage and drainage.
 2. Piped gas service.
 3. Piped water service.
 4. Piped temporary toilet fixtures, wash facilities, and drinking water facilities.
 5. Plumbing connections to existing systems and temporary facilities and controls furnished by the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
 6. <Insert temporary facilities and controls>.

1.7 BID PACKAGE (HVAC CONTRACT)

- A. Work in the HVAC Contract includes, but is not limited to, the following:
1. Site steam distribution.
 2. Site hydronic distribution.
 3. Energy supply, including [oil] [gas] [steam] [hot- and chilled-water] supply systems.
 4. HVAC systems and equipment.
 5. HVAC instrumentation and controls.
 6. HVAC testing, adjusting, and balancing.
 7. Building automation system.
 8. Mechanical connections to equipment furnished by the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
 9. <Insert descriptions of the Work>.
- B. Temporary facilities and controls in the HVAC Contract include, but are not limited to, the following:

1.8 BID PACKAGE (ELECTRICAL CONTRACT)

- A. Work in the Electrical Contract includes, but is not limited to, the following:
1. Site electrical distribution.
 2. Site lighting.
 3. Site communications and security.
 4. Electrical service and distribution.
 5. Exterior and interior lighting[and light pole bases].
 6. Communication and security.
 7. Special electrical systems, including the following:

- a. Uninterruptible power supply systems.
 - b. Packaged engine generator systems.
 - c. Battery power systems.
 - d. Cathodic protection.
 - e. Electromagnetic shielding systems.
 - f. Lightning protection systems.
 - g. Unit power conditioners.
 - h. Power generation systems.
8. Electrical connections to equipment furnished by the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
 9. <Insert descriptions of the Work>.
- B. Temporary facilities and controls in the Electrical Contract include, but are not limited to, the following:
1. Electric power service and distribution.
 2. Lighting, including site lighting.
 3. Electrical connections to existing systems and temporary facilities and controls furnished by the [General Construction Contract] [Plumbing Contract] [HVAC Contract] [Electrical Contract] [and] <Insert name of contract>.
 4. <Insert temporary facilities and controls>.
- 1.9 BID PACKAGE [LABOR ONLY][MATERIALS ONLY][LABOR AND MATERIALS COMPLETE]
- A. Work in the <Insert name> Contract includes, but is not limited to, the following:
1. <Insert descriptions of the Work>.
- B. Temporary facilities and controls in the <Insert name> Contract include, but are not limited to, the following:
1. <Insert requirements for temporary facilities and controls>.

1.1 PROJECT INFORMATION

- A. Owner: Avera Sacred Heart Hospital
- B. Project: Medical/Surgical Patient Room Renovation
- C. Location: 501 Summit St. Yankton, SD 57078
- D. Architect: Garrett Peters AIA
- E. Contact: Jacob Bunde AIA

1.2 SCOPE OF WORK

- A. **Scope:**
Patient Room renovation of 4th & 5th floor. Reference Contract Documents.
- B. **Contract Type:**
A101–2007, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum
- C. **Timeline:**

Pre-bid Meeting 2:00	6-19-14
Bids Due by 3:00pm	6-25-14
Award to selected bidder the week of	7-04-14
Commence work the week of	7-11-14
Substantial Completion	7-24-15

END OF SECTION

MEDICARE ACCESS TO RECORDS:

In accordance with 42 U.S.C. 1395x(v)(I)(i) & (ii), until the expiration of four (4) years after the furnishing of services under the agreement, the vendor shall make available, upon written request by the Secretary, U.S. Department of Health and Human Services or upon request by the U.S. Comptroller General, or any of their duly authorized representatives, the contract, books, documents, and records of vendor that are necessary to certify the nature and extent of costs of any agreement between vendor and the owner.

LIENS:

Neither the final payment, retained percentage, nor any other payments shall become due until the Contractor, when requested by the Owner, shall deliver to the Owner a complete release of all liens, financial obligations or claims from himself/herself, subcontractors, or other agents acting on his/her behalf in connection with the work, arising out of the work, and an affidavit that so far as he/she has knowledge or information, the releases include all the labor and material for which a lien could be filed. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

PREMIER PURCHASING PARTNERS, LP GROUP PURCHASING AGREEMENTS

A. Section includes administrative and procedural requirements for utilization of products and materials purchased under the Premier Purchasing Partners, LP; a group purchasing organization (GPO) of which *Avera* is an Owner / Member.

B DEFINITIONS

1. GPO Agreements: agreements negotiated by the Premier Purchasing Partners, LP on behalf of its Member Institutions including *Avera*, with selected Contracted Materials Suppliers and Service Providers for Member Institutions' projects .
2. Terms and Conditions (including pricing tiers as defined in the agreements) of the Premier Agreements with Contracted Materials Suppliers and Service Providers shall be extended to the Member Institutions including *Avera* for incorporation into the identified projects.
3. Premier Construction Agreements: list of Contracted Suppliers and Service Providers used in construction projects (see the attached Premier Construction Agreements for *Avera* for products included in this project).

C. PROCEDURES

1. *Avera* has identified those Suppliers and Service Providers of Premier Construction Agreements available to their project.
2. Premier working with *Avera* has notified the Contracted Materials Suppliers at a National Level, sharing information about the project describing scope and schedule for the project.
3. The National Level representatives for the Contracted Materials Suppliers and Services Providers have made the appropriate distributors and suppliers who will bid on this project aware of the GPO Agreements with Premier and will support their efforts to win the bid for their respective materials or services. Premier Contracted Materials Suppliers has made Premier and *Avera* aware of who the local authorized representatives are to ensure that the Premier pricing is extended to the contracting community for the this project
4. Contractors seeking a price proposal from a Premier Contracted Supplier will need to reference the Premier Contract Number (PP-FA__) for each materials contract in order to receive the Premier pricing for this project. The contracting parties will need to reference the Premier Entity Number () to receive credit for the purchase. See the attached Premier Construction Agreements list for the Contracted Suppliers.
5. Within 8 calendar weeks of the award of the construction contract, *Avera* will require that the selected Contractors make *Avera* aware of which GPO Agreements are being utilized as a part of this project. The Contractors shall provide *Avera* specific procurement information about the amount of Premier Contracted Materials Suppliers goods and services that are included in their

proposal including; Purchase Order Number, Date, Amount and Issuing party, along with a targeted installation date. This information shall be submitted to *Avera* on the Premier Contract Reporting Template

6. *Avera* shall notify Premier, Inc. of which Construction Agreements will be incorporated into the project.
7. Premier, Inc. will confirm the sale of the Construction goods and services with the Contracted Materials Suppliers.

D RELATED DOCUMENTS

1. Drawings and General Conditions of the Contract
2. Premier Construction Agreements List
3. Premier Contract Reporting Template

PART 1 – GENERAL

1.1 DEFINITIONS

- A. An Alternate is an amount proposed by Bidders and stated on Bid Form for certain construction activities or contract adjustments that may be added to or deducted from Base Bid amount if Owner decides to accept a corresponding change in either amount of construction to be completed, or in products, materials, equipment, system, or installation methods described in Contract Documents.
- B. Each Alternate is described in abbreviated language, recognizing that Drawings and Specification Sections document work to be added to or omitted from basic requirements of Contract Documents in event Owner elects to accept the Alternate.

PART 2 – SCHEDULE OF ALTERNATES

Alternate 1

- Replacing existing corridor tall casework doors with new plastic laminate doors & trim.
- a. 14 Cabinets on 4th and 14 on 5th for a total of 28 Cabinets

END OF SECTION

- 1.1 SUMMARY
 - A. Each contractor shall participate in coordination requirements.
- 1.2 PROJECT MEETING and PROGRESS MEETINGS
 - A. Bi-weekly meetings will be held at Avera Sacred Heart Hospital
- 1.3 PRE-CONSTRUCTION CONFERENCE
 - A. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference.
 - B. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Tentative construction schedule
 - b. Phasing
 - c. Critical work sequencing and long-lead items
 - d. Designation of key personnel and their duties: Sign In Sheet
 - e. Procedures for processing field decisions and Change Orders
 - f. Procedures for testing and inspecting.
 - g. Office, work, and storage areas
 - h. First aid
 - i. Security
 - j. Progress cleaning
 - k. Working hours
 - l. Review of Contract
 - m. Submittal of Shop Drawings
 - n. Application for Payment
 - o. Substantial Completion Date: 7-24-15
 - p. PCRA
 - q. Infection Control
 - r. Staging Area
 - s. Contractor Parking
 - t. Dumpster location
 - u. Temporary Facilities
 - v. Smoking on site
 - C. The agenda should be produced by the general contractor and distributed to all parties listed above.

END OF SECTION

- A. Contractor's Construction Schedule: Updated bi-weekly
- B. Daily Construction Reports: Submit one copy at monthly intervals
- C. Material Location Reports: Submit one copy at monthly intervals.
- D. Field Condition Reports: Submit one copy at time of discovery of differing conditions
- E. Special Reports: Submit one copy at time of unusual event.

END OF SECTION

CONSTRUCTION PROGRESS SCHEDULE

- A. Submit construction timeline within (10) days of award of bid.

PROPOSED PRODUCT LIST

- A. Within (15) days after award of bid, submit complete list of major products proposed for use.

SHOP DRAWINGS

- A. Submit to Owner/Architect a copy of Shop Drawings for all major products to be approved.
- B. Owner/Architect will returned to Contractor with modifications if necessary within (10) days.

PRODUCT DATA

- A. The Contractor is required to maintain copies of all product data on site.
- B. Copies or original product data sheets to be turned over to Owner/Architect at Final Completion.

- A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated: Requirement for specialists shall not supersede building codes and regulations governing the Work.
- F. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
 - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 - 4. Obtain Architect's approval of mockups before starting work, fabrication, or construction
- H. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections.

END OF SECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Section 312319 "Dewatering" for disposal of ground water at Project site.
 - 3. Section 321216 "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
 - 4. Section 321313 "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, [Owner's construction forces,] Architect, [occupants of Project,] testing agencies, and authorities having jurisdiction.
- B. Sewer Service: [Pay] [Owner will pay] sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: [Pay] [Owner will pay] water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: [Pay] [Owner will pay] electric-power-service use charges for electricity used by all entities for construction operations.
- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- G. Sewer, Water, and Electric Power Service: Use charges are specified in Section 011200 "Multiple Contract Summary."

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.
- D. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage.
 - 1. Describe delivery, handling, and storage provisions for materials subject to water absorption or water damage.
 - 2. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.

3. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.

E. Dust- and HVAC-Control Plan: Submit coordination drawing and narrative that indicates the dust- and HVAC-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:

1. Locations of dust-control partitions at each phase of work.
2. HVAC system isolation schematic drawing.
3. Location of proposed air-filtration system discharge.
4. Waste handling procedures.
5. Other dust-control measures.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- B. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- C. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.
- D. Metal framing and gypsum board for temporary enclosures and partitions.

2.2 TEMPORARY FACILITIES

- A. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.
 3. Permanent HVAC System: If Owner authorizes use of permanent HVAC system for temporary use during construction, provide filter with MERV of 8 at each return-air grille in system and

remove at end of construction and clean HVAC system as required in Section 017700 "Closeout Procedures".

- C. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.
 - 1. Connect temporary sewers to [municipal system] [private system indicated] as directed by authorities having jurisdiction.
- C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- D. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- E. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
 - 1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- F. Heating[and Cooling]: Provide temporary heating[and cooling] required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
- G. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.
 - 1. Prior to commencing work, isolate the HVAC system in area where work is to be performed according to coordination drawings.
 - a. Disconnect supply and return ductwork in work area from HVAC systems servicing occupied areas.
 - b. Maintain negative air pressure within work area using HEPA-equipped air-filtration units, starting with commencement of temporary partition construction, and continuing until removal of temporary partitions is complete.
 - 2. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 - 3. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.

- H. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
 - 1. Provide dehumidification systems when required to reduce substrate moisture levels to level required to allow installation or application of finishes.
- I. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- J. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
 - 1. Install electric power service [overhead] [underground] unless otherwise indicated.
 - 2. Connect temporary service to Owner's existing power source, as directed by Owner.
- K. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
 - 1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
 - 2. Install lighting for Project identification sign.

3.3 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
 - 1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
 - 2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
- B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas [as indicated] [within construction limits indicated] on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Temporary Use of Permanent Roads and Paved Areas: Locate temporary roads and paved areas in same location as permanent roads and paved areas. Construct and maintain temporary roads and paved areas adequate for construction operations. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.
 - 1. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.
 - 2. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Section 312000 "Earth Moving."
 - 3. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.
 - 4. Delay installation of final course of permanent hot-mix asphalt pavement until immediately before Substantial Completion. Repair hot-mix asphalt base-course pavement before installation of final course according to Section 321216 "Asphalt Paving."
- D. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- E. Parking: [Provide temporary] [Use designated areas of Owner 's existing] parking areas for construction personnel.
- F. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 2. Remove snow and ice as required to minimize accumulations.
- G. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
1. Identification Signs: Provide Project identification signs as indicated on USDA RD Standard Job Sign Detail attached to this Section.
 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- H. Waste Disposal Facilities: Comply with requirements specified in Section 017419 "Construction Waste Management and Disposal."
- I. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- J. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- K. Temporary Elevator Use: [Use of elevator s is not per mitted] [See Section 142400 "Hydraulic Elevators" for temporary use of new elevators].
- L. Existing Elevator Use: Use of Owner's existing elevators will be permitted, provided elevators are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore elevators to condition existing before initial use, including replacing worn cables, guide shoes, and similar items of limited life.
1. Do not load elevators beyond their rated weight capacity.
 2. Provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame. If, despite such protection, elevators become damaged, engage elevator Installer to restore damaged work so no evidence remains of correction work. Return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.
- M. Temporary Stairs: Until permanent stairs are available, provide temporary stairs where ladders are not adequate.
- N. Existing Stair Usage: Use of Owner's existing stairs will be permitted, provided stairs are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore stairs to condition existing before initial use.
1. Provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress. If stairs become damaged, restore damaged areas so no evidence remains of correction work.
- O. Temporary Use of Permanent Stairs: Use of new stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.
- 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION
- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Section 011000 "Summary."

- C. Temporary Erosion and Sedimentation Control: Comply with[requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent and] requirements specified in Section 311000 "Site Clearing."
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to [erosion- and sedimentation-control Drawings] [requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent].
1. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Site Enclosure Fence: [Before construction operations begin] [Prior to commencing earthwork], furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
1. Extent of Fence: [As required to enclose entire Project site or portion determined sufficient to accommodate construction operations] [As indicated on Drawings].
 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel.[Furnish one set of keys to Owner.]
- I. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.
- J. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- K. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- L. Covered Walkway: Erect protective, covered walkway for passage of individuals through or adjacent to Project site. Coordinate with entrance gates, other facilities, and obstructions. Comply with regulations of authorities having jurisdiction[and requirements indicated on Drawings].
1. Construct covered walkways using scaffold or shoring framing.
 2. Provide overhead decking, protective enclosure walls, handrails, barricades, warning signs, exit signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 3. Paint and maintain appearance of walkway for duration of the Work.
- M. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.

- N. Temporary Partitions: Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by Owner from fumes and noise.
1. Construct dustproof partitions with gypsum wallboard with joints taped on occupied side, and fire-retardant-treated plywood on construction operations side.
 2. Construct dustproof partitions with two layers of 6-mil polyethylene sheet on each side. Cover floor with two layers of 6-mil polyethylene sheet, extending sheets 18 inches up the sidewalls. Overlap and tape full length of joints. Cover floor with fire-retardant-treated plywood.
 - a. Construct vestibule and airlock at each entrance through temporary partition with not less than 48 inches between doors. Maintain water-dampened foot mats in vestibule.
 3. Where fire-resistance-rated temporary partitions are indicated or are required by authorities having jurisdiction, construct partitions according to the rated assemblies.
 4. Insulate partitions to control noise transmission to occupied areas.
 5. Seal joints and perimeter. Equip partitions with gasketed dustproof doors and security locks where openings are required.
 6. Protect air-handling equipment.
 7. Provide walk-off mats at each entrance through temporary partition.
- O. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.
- B. Exposed Construction Phase: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
1. Protect porous materials from water damage.
 2. Protect stored and installed material from flowing or standing water.
 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 4. Remove standing water from decks.
 5. Keep deck openings covered or dammed.
- C. Partially Enclosed Construction Phase: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 2. Keep interior spaces reasonably clean and protected from water damage.
 3. Periodically collect and remove waste containing cellulose or other organic matter.
 4. Discard or replace water-damaged material.
 5. Do not install material that is wet.
 6. Discard, replace, or clean stored or installed material that begins to grow mold.
 7. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material in drywall or other interior finishes.
- D. Controlled Construction Phase of Construction: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 2. Use permanent HVAC system to control humidity.

3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for [48] <Insert time period> hours are considered defective.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for [48] <Insert time period> hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove materials that can not be completely restored to their manufactured moisture level within [48] <Insert time period> hours.

3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal.
 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
- C. Operate Project-identification-sign lighting daily from dusk until 12:00 midnight.
- D. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
- E. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

- A. Punchlist preparation: Submit one copy of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
- B. Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- C. Complete the cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project.

END OF SECTION

- A. Final Submittal: Submit 2 copies of each manual in final form at least 7 days before final inspection.
- B. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.
- C. Manuals to Submit:
 - General Manuals
 - Emergency Manuals
 - Operations Manuals
 - Product Maintenance Manuals
 - Systems and Equipment Maintenance Manuals
- D. Provide Manuals in 3-Ring Binder and digital copy

END OF SECTION

- A. Record Drawings: Submit one set of marked-up Record Prints and digital copy.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal and digital copy
- D. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittals in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

END OF SECTION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training sessions with content of approved emergency, operation, and maintenance manuals.
- D. Program Structure:
 - Fire-protection systems, including fire alarm and fire-extinguishing systems
 - Heat generation, including feedwater equipment, pumps, and water distribution piping
 - Refrigeration systems, including condensers, pumps, and distribution piping
 - HVAC systems, including air-handling equipment and air distribution system
 - HVAC instrumentation and controls
 - Electrical service and distribution, including transformers, switchboards, panelboards, and motor controls
 - Packaged engine generators, including transfer switches
 - Lighting equipment and controls
 - Communication systems, including voice and data, and television equipment
- E. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

END OF SECTION

DISINFECTION OF POTABLE WATER SYSTEM
FOR AVERA HEALTHCARE FACILITIES

Reference: 2003 Uniform Plumbing Code, Section 609.9

Facility _____ City _____

1. Was the piping system flushed with potable water until no dirty water appears at every outlet? 609.9.1 YES NO

2. Were cautionary signs posted at all entrances and fixtures during the procedure and shutoff valves tagged? YES NO

3. Was the system filled with water-chlorine solution containing at least 50 parts per million of chlorine and valved off and allowed to stand for 24 hours? 609.9.2 YES NO

OR

Was the system filled with water-chlorine solution containing at least 200 parts per million of chlorine and valved off and allowed to stand for 3 hours? 609.9.2 YES NO

4. What method was used to ensure the level of chlorine was achieved at every fixture location? (i.e. Chlorine test strips, chlorine test kit, etc.) _____

5. Following the standing time, was the system flushed with potable water until chlorine levels are near supply water levels (less than 4 parts per million)? 609.9.3 YES NO

6. The disinfection process shall be repeated if it is shown by bacteriological examination that contamination persists in the system. YES NO

7. When was the system disinfected? Date _____ Time _____
When was the system flushed of chlorine solution? Date _____ Time _____
Who conducted the disinfection? _____ Flushing? _____
Testing witnessed by: _____, Avera employee

8. Please print name of person completing report? _____
Signature _____ Phone # _____
Name of Firm _____ Phone # _____

9. Provide copy of documentation to Avera Facilities Services, Project Mechanical Engineer, and Project General Contractor.



AIA[®]

Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Medical /Surgical Patient Room Renovation
501 Summit St. Yankton, SD 57078

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

THE OWNER:

(Name, legal status and address)

Avera Sacred Heart Hospital
501 Summit St
Yankton SD 57078

THE ARCHITECT:

(Name, legal status and address)

Garrett Peters AIA
1325 S. Cliff Avenue
Sioux Falls, SD 57117

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

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

§ 1.1.2 THE CONTRACT

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

§ 1.1.3 THE WORK

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

§ 1.1.4 THE PROJECT

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

§ 1.1.5 THE DRAWINGS

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

§ 1.1.6 THE SPECIFICATIONS

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

§ 1.1.7 INSTRUMENTS OF SERVICE

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

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

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

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

§ 1.3 CAPITALIZATION

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

§ 1.4 INTERPRETATION

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

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

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

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

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

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

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

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner’s obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner’s ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

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

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

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

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

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

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

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of 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 the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

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

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

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

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

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

§ 3.4 LABOR AND MATERIALS

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

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

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

§ 3.5 WARRANTY

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

§ 3.6 TAXES

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

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

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

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

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

§ 3.7.4 CONCEALED OR UNKNOWN CONDITIONS

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

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

§ 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents:

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

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

§ 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

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

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

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

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

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

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

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

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

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

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

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

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

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

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

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

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

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

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

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

§ 3.13 USE OF SITE

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

§ 3.14 CUTTING AND PATCHING

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

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

§ 3.15 CLEANING UP

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

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

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

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

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

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law 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. Such obligation shall not be construed to negate, abridge, or reduce

other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

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

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

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

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

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the

Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

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

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and 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.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

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

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

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

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

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

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

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

§ 5.3 SUBCONTRACTUAL RELATIONS

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

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

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

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

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

§ 6.2 MUTUAL RESPONSIBILITY

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

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

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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

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

§ 6.3 OWNER'S RIGHT TO CLEAN UP

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

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

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

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

§ 7.2 CHANGE ORDERS

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

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

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

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

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

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

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

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

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

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

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

§ 7.4 MINOR CHANGES IN THE WORK

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

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

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

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

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

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

§ 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

§ 8.3 DELAYS AND EXTENSIONS OF TIME

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

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

§ 9.3 APPLICATIONS FOR PAYMENT

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

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

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

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

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the

Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

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

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

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

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

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

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

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

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

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

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

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

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then 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 shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

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

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

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

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

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

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

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

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

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

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

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

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

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

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

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

§ 10.3 HAZARDOUS MATERIALS

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

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

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

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

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

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

§ 10.4 EMERGENCIES

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

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

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's

risk “all-risk” or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

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

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

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

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

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

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

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

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

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

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

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

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

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

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

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

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

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

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

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

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

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

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

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

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

§ 13.3 WRITTEN NOTICE

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

§ 13.4 RIGHTS AND REMEDIES

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

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

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

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

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

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

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

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

§ 13.6 INTEREST

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

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

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

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors 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 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

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

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

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

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

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

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker.

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Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

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

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

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

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

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

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

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

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.