

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

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

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

§ 10.4 Emergencies

§ 10.4.1 In an emergency affecting life, the Work, or the Owner or Owner's property, Contractor, without special instructions or authorization from Construction Manager or Architect, shall take the action necessary to deal adequately with such emergency. Notice of any such action shall be given by Contractor to Construction Manager, Architect and Owner as soon as is practicable, but not later than 2 days following the occurrence.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required occurrence-based insurance from an insurance company or insurance companies rated A- or better by A.M. Best Company or better insurer and to which the Owner has no reasonable objection and is licensed and admitted to conduct business and to issue insurance in New York State. Notwithstanding any terms, conditions, or provisions, in any other written agreement between parties, the Contractor hereby agrees to effectuation the Owner, the Architect and Architect's consultants, and the Construction Manager and Construction Manager's consultants, and along with their respective officers, products and employees shall be named as additional insureds on the Contractor's insurance policies for ongoing operations, products and completed operations, with the exception of NYS Workers' Compensation and NYS Disability Insurance. .

§ 11.1.1.1 The policy naming the Owner, the Architect, and the Construction Manager as Additional Insured shall:

1. State the organization's coverage shall be primary and non-contributory coverage for the Owner, Construction Manager and Architect, its Board, officers, employees, subconsultants, and volunteers including a waiver of subrogation in favor of the Owner, Architect and Construction Manager for all coverages including NYS Workers' Compensation.
2. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the Owner for on-going operation (CG 20 38 or equivalent) and products and completed operations (CG 20 37 or equivalent). The decision to accept an endorsement rest solely with the Owner. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability and Umbrella/Excess Coverages.
3. The Certificate of Insurance must describe all services being provided by the Contractor that are covered by the liability insurance policies. (For example – site work, carpentry, roofing, plumbing, electrical, etc.).
 1. At the Owner's request, the Contractor is to provide a copy of the declaration page of the liability and umbrella/excess liability policies with a list of endorsements and forms.
 2. There will be no coverage restrictions and/or exclusions involving the New York State Labor Law statutes or gravity related injuries.
 3. Policies containing escape clauses or exclusions contrary to the Owner's interests **will not** be accepted.
 4. A fully completed New York Construction Certificate of Liability Insurance Addendum (ACORD 855 2014/15) must be included with the certificate of insurance. For any "yes" answers to Items G through L on this Form, additional details must be provided in writing. Policy exclusions may or may not be accepted by the Owner.
 5. The Contractor agrees to indemnify the Owner for applicable deductibles and self-insured retentions.

§ 11.1.1.2 Within the time period set by the Owner after award of the Contract, and before the effective date of the Agreement, the Contractor shall cause the authorized representative of the insurance company to completely fill out and execute the Certificate of Insurance form which is bound with the Agreement section of the Contract Documents, such instrument certifying the kinds and amounts of insurance being issued, including statement that coverage provided under the policies will not be canceled or materially changed until at least 30 days prior written notice has been given to the Owner. The Contractor shall also furnish the Owner one (1) duplicate of the original policy covering each kind of insurance issued. Each subcontractor shall follow the identical procedure, and it shall not commence work until the Certificate of Insurance, including any requested duplicate policies, has been submitted to and approved by the Owner. The Contractor shall furnish to the Owner insurance certificates for all subcontractors with the amount of insurance as required herein. Contractor shall include New York Construction Certificate of Liability Insurance Addendum – Accord Form 855 with the Certificate of Insurance as described above.

§ 11.1.1.3 All claims against the Contractor or its subcontractors, arising from the performance of the work or conditions incidental thereto, must be investigated immediately by the insurance company furnishing the applicable coverage. The Contractor shall require the insurance company to furnish, to the Owner, Architect and Construction Manager, written reports following the investigation and the disposition of each claim or demand by the Owner; a status report shall be provided to the Owner, Architect and Construction Manager on all claims more than two months outstanding.

§ 11.1.1.4 All insurance coverage furnished by subcontractors shall remain in force until their work has been completed and the subcontractor does not intend to gain further access to the site, and the Contractor has released said subcontractor from further liability associated therewith. All liability insurance furnished by the Contractor shall remain in force during the time intervals defined Article 8 – Time in General Conditions of the Contract for Construction. All property insurance furnished by Contractor shall remain in force until Owner approves Architect’s Certificate of Substantial Completion and has made final payment to Contractor.

§ 11.1.1.5 The Minimum Required Insurance required by the Contractor and their subcontractors:

- .1 **Worker’s Compensation and Employer’s Liability:** Statutory Workers’ Compensation (C105.2 or U26.3) for all employees. Proof of coverage must be on the specific form as described and required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable. A person seeking an exemption must file CE-200 Form (Certificate of Attestation of Exemption) with the New York State Workers’ Compensation Board.
- .2 **Non-Occupational Disability Benefits:** Statutory New York State Disability (DB-120.1) for all employees Proof of Coverage must be on the specific form as described and as required by the New York State Workers’ Compensation Board. ACORD certificates are **not** acceptable.
- .3 **Comprehensive General Liability** having limits of not less than:

General (except Products Complete & Operations)	\$1,000,000 per Occurrence/\$2,000,000 aggregate	
Products Completed & Operations Aggregate	\$2,000,000	
Personal and Advertising Aggregate	\$1,000,000	
Fire Damage	\$250,000	
Medical Expenses	\$10,000	

The general aggregate shall apply on a per-project basis.
- .4 **BODILY INJURY LIABILITY + PROPERTY DAMAGE LIABILITY** having limits of not less than the following:

Combined single limit (including Products and Completed Operations)	\$1,000,000.00 Each Occurrence	
	\$2,000,000.00 Aggregate	

for all damages arising during the life of the Contract, and shall include at least the following designated hazards:

 - a. Premises and Operations
 - b. Independent Contractors
 - c. Completed Operations, including products
 - d. Broad Form Property Damage, including "XCU" (explosion, collapse, and underground)

- e. Contractual Liability, covering indemnification assumed per requirements of Article 11 (AIA Document A232 -2019 General Conditions of the Contract for Construction, Construction Manager as advisor edition.
- f. Labor Law coverage is mandatory for all General Liability Policies.

Completed projects shall carry General Liability coverage for 2 years after Substantial Completion.

- .5 Pollution/Special Hazards Liability:** Provide coverage for legal liability and expense for damage to property or bodily injury and death with respect to the removal, disturbance, handling, and disposal of contaminated or hazardous materials under this contract by the Contractor and any entity employed directly or indirectly by the Contractor in accordance with Article 11.1.1.7. (NOTE: This coverage is required only for those contracts which contain work involving Asbestos Abatement Lead Hazard Control work, PCB Containing Material Removal, or Petroleum Remediation.) If included in Contractor’s Umbrella Policy, this shall be detailed in the Umbrella Policy Documents.

Combined single limit (including Products and Completed Operations)	\$2,000,000.00 Each Occurrence \$2,000,000.00 Aggregate
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Such coverage shall include coverage for the Contractor’s Operations including, but not limited to removal, replacement, enclosure, encapsulation and/or disposal of asbestos, lead, PCBs, petroleum or any other hazardous material, along with any related pollution events, including coverage for third-party liability claims for bodily injury, property damage and related clean-up cost.

If the Contractor is utilizing motor vehicles for the transportation of hazardous materials, the Contractor shall maintain pollution liability broaden coverage (ISO Endorsement CA 9948 or CA 01 12), as well as prof of MCS 90. Coverage shall fulfill all requirements of these specifications and shall extend for a period of three (3) years following the acceptance of Owner of the Certificate of Completion of hazardous materials work.

- .6 Comprehensive Automobile Liability** (including owned, hired, borrowed and non-owned motor vehicles), having limits of liability not less than \$1,000,000.00 combined single limit.

- .7 Umbrella/Excess Liability** (mandatory):

\$5,000,000 for Contracts under \$1,000,000.00 each occurrence and aggregate for construction and no work at an elevation less than 1 story or 10 feet.

\$10,000,000 for Contracts exceeding \$1,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

\$15,000,000 for Contracts exceeding \$10,000,000.00 each occurrence and aggregate for high-risk construction and work at an elevation greater than 1 story or 10 feet.

Umbrella/Excess Liability shall be on a follow-form basis or provide broader coverage over the General Liability and Auto Liability coverages.

Labor Law Coverage is mandatory for all Umbrella Liability Policies

- .8 Property Insurance (Builders Risk/Installation Floater):** To be provided (purchased and maintained) by the Owner.

The Owner will purchase and maintain Builders Risk Insurance to include the interest of the Owner, Contractor, Subcontractors and Sub-subcontractors jointly. The limit will reflect the total completed value (all material and labor costs) and will provide coverage for fire, lightning, explosion, extended coverage, vandalism, malicious mischief, windstorm, hail and flood. Coverage will remain in effect until the Owner is the only entity that has an insurable interest in the property.

Each Contractor, subcontractor and sub-subcontractor is responsible for all tools, equipment, materials, Work, etc., until the Owner is the only entity that has an insurable interest. Each Contractor shall provide insurance for theft as he may require for himself, his Subcontractors, and his employees' protection. The insurance coverage referred to in this subparagraph shall be in accordance with a standard Builder's Risk Policy used within New York State.

The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the Contractor, subcontractor or sub-subcontractor. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

.9 Owner's Protective Liability (OCP):

- a. **For projects less than or equal to \$1,000,000 and/or work on 1 story (10 feet) only: \$1,000,000 per occurrence, \$2,000,000 aggregate.**
- b. **For projects greater than \$1,000,000 and/or work over 1 story (10 feet): \$2,000,000 per occurrence, \$4,000,000 aggregate.**

The Owner's/Contractor's Protective Liability (OCP) must be provided by a New York State licensed and admitted carrier.

The Owner will be the Named Insured on OCP policies. Additional Insured on OCP policies will not be permitted.

.10 Testing Agency/Company Errors and Omission Insurance

For Testing or other Professional act of the Testing Agency/Company performed under the Contract with the Owner.	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
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.11 Per Project Aggregate: Provide full aggregate general liability limits of each project.

.12 Waiver of Subrogation: To the fullest extent permitted by state law, a waiver of subrogation clause shall be added to the general liability, auto, and workers' compensation policies in favor of the Owner, its officers, agents, or employees with respect to this project. The Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

§ 11.1.1.6 The Contractor acknowledges that the failure of the Contractor to obtain the insurance required of this Article on behalf of the Owner constitutes a material breach of Contract and subjects the Contractor to liability for damages, indemnification, and all other legal remedies available to the Owner.

The Contractor is to provide the Owner with the certificate of insurance, evidencing Article 11's insurance requirements have been met prior to the commencement of the work. The failure of the Owner to object to the contents of the certificate of the absence of the certificate shall not be deemed a waiver of any rights held by the Owner.

§ 11.1.1.7 The Contractor is advised that the Contractor's subcontractors are subject to the same terms and conditions for the insurance requirements as outlined herein. Each Contractor shall submit to the Owner copies of their subcontractor's insurance certificate(s) showing compliance with the insurance requirements prior to the start of any work by their subcontractor.

In the event, the Contractor fails to obtain the required certificates of insurance from their subcontractor and a claim is made or suffered, the Contractor will indemnify, defend and hold harmless the Owner, its Board, officers, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation of the Contractor for its subcontractor is in addition to any other indemnity obligation provided in the Contract.

§ 11.1.1.8 The Contractor shall not commence Work at the project site under this Contract until Contractor has obtained all the insurance required herein and until such insurance has been accepted by the Owner, nor shall Work be commenced on their subcontracts until the same insurance for the Subcontractors has been obtained. The Owner and Architect may request copies of subcontractors' insurance certificate(s) and are to be provided to Owner and Architect by the Contractor upon request.

§ 11.1.2 Each Contractor shall furnish Bonds covering the faithful performance of the Contract and the payment of all obligations arising thereunder in the amount of 100% of the accepted bid on the form indicated in the Information to Bidders, with such Sureties as may be agreeable to the Owner. The Premiums shall be paid by the Contractor.

§ 11.1.2.1 The Contractor shall deliver the required Bond dated as of the date of the Contract or applicable letter of intent, whichever is earlier, to the Owner no later than the date of execution of the Contract, or if the Work is commenced prior thereto in response to a Notice to Proceed, the Contractor shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such Bond will be issued."

§ 11.1.2.2 The Bonds shall be written on AIA Document A312-2010 Performance Bond and Payment Bond forms and the Warranty Bond shall be written on AIA Document A313-2020 or such other forms as the Owner may require or approve.

§ 11.1.2.3 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 copy of the power of attorney.

§ 11.1.2.4 The Contractor shall provide the name and address of Surety for process of service as well as supply the contact information for the Surety representative responsible for the Bond, including the individual's name, address, telephone number, fax number and email address."

§ 11.1.2.5 The Performance and Payment Bonds shall remain in full force and effect through the warranty period.

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

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

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be

charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

§ 11.3.1.1 As relates to § 11.3, the Owner does not waive any rights of recovery or provide any waivers of subrogation for losses caused by negligent acts of the aforementioned parties. Any right of recovery or subrogation shall not affect payment of claims made by the Property Insurer to all the aforementioned parties including any negligent party.

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

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

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

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate

agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

§ 11.6 Appearance of Counsel

§ 11.6.1 If an action for bodily injury and/or property damage is commenced against Owner or Architect, which in the opinion of the Owner's Architect's legal counsel or insurance coordinator is covered by the indemnity provisions of Article 3, Contractor shall, upon Owner's written request, promptly cause Contractor's insurance carrier to have its attorneys appear timely in the action on behalf of Owner and/or Architect and provide the defense of Owner and/or Architect.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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