



PROJECT MANUAL

**DETENTION DOORS, HARDWARE & GLAZING
BP#2 4-29-2022
ROCK COUNTY LES / JAIL
200 US-14
Janesville, Wisconsin 53545
FOR
ROCK COUNTY FACILITIES MANAGEMENT**

***Venture* Architects**

Venture Project No. 210011.00

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**#2022-22
INVITATION TO BID
LES / JAIL – DETENTION DOORS, HARDWARE
AND GLAZING
FOR
FACILITIES MANAGEMENT
ROCK COUNTY, WISCONSIN**

Bids due in Rock County Purchasing Division by:

JUNE 2, 2022 – 2:00 p.m.

Bids received after this date and time will be rejected. Bids must remain in effect for the life of the contract period. Address

Bid to: Shilo Titus, Purchasing Manager
Rock County Purchasing Division
Rock County Courthouse
51 S. Main Street
Janesville WI. 53545

MARK SEALED ENVELOPE: #2022-22 – LES / JAIL BP#2 DETENTION DOORS, HARDWARE AND GLAZING

Rock County reserves the right to accept or reject any or all bids; to waive any technicality or error in any bid or part therein, and to accept the same or combinations, in whole or in part, whichever is deemed to be in the best interest of Rock County.

Contracts are awarded to the lowest, most qualified, responsible, and responsive bidder based on the base bid and full consideration of any or all alternatives, as may be in the best interest of Rock County. In determining the award of contract, Rock County will consider the scope of the work involved, time of delivery, competency of bidder, bidder's ability to render satisfactory service, and past performance. If two or more bidders submit identical bids, Rock County will make award to bidder of its choice and such decision will be final.

INSTRUCTIONS FOR BID

Bidders are required to submit their bid either via Demandstar, or in a sealed envelope marked ITB #2022-22 to Shilo Titus, Purchasing Division, 51 South Main, Janesville, WI 53545. All bids must be received by **2:00 p.m. (local time), June 2, 2022.** Any bid submitted after this date and time will be rejected. Vendors are responsible for ensuring that the above office receives their bid before the deadline. No faxed bids will be accepted.

Bids shall be signed with name printed below signature. Where Bidder is a Corporation, Bid must be signed with the legal name of the Corporation followed by the legal signature of an officer authorized to bind the Corporation to contract.

Bidders must be licensed to do business in the State of Wisconsin when required by law.

Each Bid shall be based on the provisions in the Instructions to Bidders, General Conditions of the Contract for Construction AIA Document A201-2007 Edition Modified, Supplementary General Conditions, Special Conditions, Divisions 0 and 1 and Specification Sections, related Drawings and Work Package sections

Specification sections are used to designate areas of work. All bidders should review all specifications and plan documents to evaluate the extent of their work category.

Bid Package #2 includes solicitations for the following work packages:

Work Package #2.11.A – Detention Doors, Hardware and Glazing

INQUIRIES

All questions concerning this Invitation to Bid shall be submitted **in writing** to Shilo Titus, Purchasing Manager. Questions shall be received by **12:00 noon (local time), May 19, 2022**. Questions received after this date and time will not be answered. Questions shall be e-mailed to shilo.titus@co.rock.wi.us.

No verbal explanation or instructions will be given regarding the meaning of the drawings or specifications during the bid period. Bidders shall bring inadequacies, omissions, or conflicts to Rock County's attention in writing by the question cut-off date and time. If necessary, answers to questions will be provided to all specification holders in the form of an addendum. Addendum will include a list of each question received and Rock County's response.

PRE-BID CONFERENCE & SITE TOUR

If a bidder is interested in performing a jobsite walk through please contact Mike Parille (michael.parille@co.rock.wi.us), and one will be arranged in conjunction with the Construction Manager and the Sheriff's Department.

ADDENDA

All changes in or interpretations of the Bidding Documents prior to bid opening will be made by written addenda issued by Rock County and posted in Demandstar and on the Rock County's website (www.co.rock.wi.us) All addenda's will be issued no later than 72 hours prior to bid opening.

PROJECTED TIMETABLE

Issue Invitation to Bid	5/10/22
Questions Due	5/19/2022 – 12:00 pm (noon)
Amendments Issued by	5/25/2022 – 3:00 pm
Bids Due	6/2/2022 – 2:00 pm
Evaluation of Bids	6/2/2022 – 6/7/2022
Committee Approval	6/7/2022
County Board Approval-if needed	6/9/2022
Contract Execution	6/10/2022
Construction Start	6/20/2022

Vendors not involved in the final selection process will be notified in writing. The above schedule is for informational purposes only and is in no way binding upon Rock County.

PERFORMANCE BOND AND LABOR AND MATERIALS PAYMENT BOND

The Bidder shall identify the added cost to the base bid to furnish a Performance Bond and Labor and Materials Payment Bond each in the amount of 100% of the Contract Sum. All such bonds shall be issued by a surety company licensed to do business in the State of Wisconsin. Bidder shall pay all premiums. The Construction Manager or Rock County may require a bond and cost will be added to Base Bid. If so, deliver said bonds to the Construction Manager or Rock County no later than the date of execution of the contract. Failure or neglecting to deliver said bonds as specified, may be considered as having abandoned the Contract, and the Bid Security will be retained as liquidated damages.

BID BOND

Bidder shall provide a bid bond or guarantee with bid in amount of 5% as shown on bid form.

VENDOR SUPPLIED DOCUMENTATION AND MATERIALS

All vendor-supplied materials, including the vendor's bid, become the property of Rock County. We will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply. Rock County's determination to treat matters as public or confidential under the Wisconsin Open Records Law shall be final.

BID AND PRESENTATION COSTS

Rock County will not be liable in any way for any costs incurred by the offerors in the presentation of their Bid in response to this Invitation to Bid nor for the presentation of their Bid and/or participation in any discussions or negotiations.

COMPLIANCE WITH INVITATION TO BID

Bids submitted shall be in strict compliance with the Invitation to Bid. Failure to comply with all provisions on the ITB may result in disqualification. Failure to visit the site or failure to examine all Contract Documents will in no way relieve the successful Bidder from necessity of furnishing any materials or equipment, or performing any work, that may be required to complete the work in accordance with the drawings and specifications. Neglect of the above requirements will not be accepted as reason for the delay in the work or additional compensation.

IMPLIED REQUIREMENTS

Products and services that are not specifically addressed in this Invitation to Bid, but which are necessary to provide functional capabilities proposed by the offeror, must be included in the bid.

NON-DISCRIMINATION

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01 (5)(a), sexual orientation, national origin, or military service as defined in §111.355(1), Wis. Stats. This provision shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause (Wisconsin Statutes S.16.765 (2)).

INDEMNIFICATION

The contractor to perform services for Rock County shall indemnify, hold harmless, and defend Rock County, its officers, agents, and employees from any and all liability including claims, demands, losses, costs, damages and expenses of any kind and description or damage to person or property arising out of or in connection with or occurring during the course of any agreement between the contractor and Rock County where such liability is founded upon or grows out of the acts, omissions, negligence or misconduct of any agents or employees of the contractor.

INSURANCE REQUIREMENTS

The Contractor further agrees that to protect itself and County it will always during the term of this agreement keep in force and effect worker's compensation, comprehensive general, and auto liability insurance policies by a company or companies authorized to do business in Wisconsin with limits of:

Personal and bodily injury	Per person	\$1,000,000
	Per accident	\$2,000,000
Property damage:	Each Occurrence	\$500,000
	Aggregate	\$500,000

Coverage shall apply as primary with County named as an additional named insured. Contractor shall also provide a copy of the additional insured endorsement. Contractor shall furnish satisfactory proof of insurance to County prior to the date of Contract Execution or commencing work for the County. Requirements are outlined in Specification Section 00 65 00.

MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bidders may withdraw Bids at any time before the Bid opening but may not resubmit them. No Bid may be withdrawn or modified after the Bid opening except where the award of Contracts has been delayed for more than 60 days from the day of the Bid opening.

PROOF OF COMPETENCY OF BIDDER

Any Bidder may be required to furnish evidence satisfactory to Rock County that the Bidder and proposed subcontractors have sufficient means, expertise, financial ability, and experience in the types of work bid to assure completion of the Contract in a satisfactory manner.

CONFLICT OF INTEREST

All respondents must disclose with their Bid, the name of any officer, director or agent who is also an officer or employee of Rock County. Further, all respondents must disclose the name of any Rock County officer or employee who owns, directly or indirectly, any interest in the vendor's firm or any of its branches. Failure to disclose this information will result in disqualification of Bid and/or cancellation of Contract. Rock County reserves the right to seek damages for recoupment of losses in having to re-let or reassign.

QUANTITIES

Quantities shown within the Invitation to Bid are based upon estimated needs. The County reserves the right to increase or decrease quantities to meet actual needs or availability of funds.

QUALITY LEVEL

Unless otherwise indicated in the Invitation to Bid, all materials shall be first quality. Items which are used, obsolete, or which have been discontinued are unacceptable without prior written approval by Rock County.

DEVIATION AND EXCEPTIONS

Deviations and exceptions from terms, conditions, or specifications will be described fully under the bidder's letterhead, signed, and attached to the Bid. In the absence of such statements, the bid will be accepted as in strict compliance with all terms, conditions, and specifications and the bidder shall be held liable.

SUBSTITUTIONS

When substitutions are bid, they must be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. **Substitutions must be requested prior to the question cut-off date and time.** Rock County shall be the sole judge of equivalency.

DISQUALIFICATION

Rock County reserves the right to disqualify Bids, before and after opening upon evidence of collusion with the intent to defraud or other illegal practices upon the part of the Bidder.

DEBARMENT

The Contractor certifies through signing their Bid that neither the Contractor nor any of its principals are debarred, suspended, proposed for debarment, or declared ineligible by any federal department or agency. In addition, the Contractor shall notify Rock County within five business days in writing by registered mail if the Contractor or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

REQUEST FOR CLARIFICATION

All requests by Rock County for clarification of bids will be in writing. Such requests shall not alter the offeror's pricing information contained in its bid.

SAFETY REQUIREMENTS

Materials, equipment, and supplies provided to the County shall comply fully with all safety requirements that are set forth by the Wisconsin Administrative Code, Rules of the Industrial Commission on Safety, and all applicable OSHA standards. When furnishing toxic or hazardous materials as defined in sub-part "Z" of the U. S. Occupational Safety and Health Standards, the contractor shall furnish OSHA Form 20, "Material Safety and Data Sheet", for each item provided. Further, during performing the service necessary to satisfy the requirements of any Invitation to Bid, the contractor is fully liable for public and private protection while work is in progress or at any site exposed as a potential hazard. Contractor shall provide warning devices and/or signs, which shall be prominently installed and displayed, and be fully in compliance with safety regulations.

SUBSTANCE ABUSE POLICY

Pursuant to Wis. Stat. 103.503(3), contractor, subcontractor or agent of a contractor or subcontractor that will be performing any work on this public works project verifies that it has in place, prior to the commencement of any work on this project, a written program for the prevention of substance abuse among its employees. Said verification includes confirmation that the written program contains all the following:

1. A prohibition against any employee using, possessing, attempting to possess, distributing, delivering, or being under the influence of a drug, or use or be under the influence of alcohol, while performing work on this project.
2. A requirement that employees performing work on this project shall submit to random, reasonable suspicion, and post-accident drug and alcohol testing and to drug and alcohol testing before commencing work on this project, except that testing of an employee before commencing work on this project is not required if the employee has been participating in a random testing program during the ninety (90) days preceding the date on which the employee commences work on this project.
3. A procedure for notifying an employee who tests positive or who refuses to submit to drug or alcohol testing that he/she may not perform work on this project or have access to this project until he/she has submitted to the required drug or alcohol testing and does not test positive.

Rock County is not responsible for the cost of developing, implementing, or enforcing this required substance abuse prevention program in any way; nor is it responsible for the cost of drug and alcohol testing any employee. Each employer shall be responsible for said costs.

AWARD

Award will not be made to any Bidder in default of a Contract with Rock County, or to any Bidder having as its agent or employee, any individual previously in default or guilty of misrepresentation.

TAXES

Rock County is exempt from the payment of all federal excise taxes, registration no. 41407 (For tax-free transactions under Chapter 32 of the Internal Revenue Code. The certificate of exemption is on file with the District Attorney, U. S. Treasury Department, Internal Revenue Service, Milwaukee, Wisconsin). Rock County is exempt from Wisconsin State and Local taxes on its purchases except Wisconsin excise tax as the Wisconsin Department of Revenue does not issue state exempt numbers to Counties per Wisconsin Statute 77.54 (9) (a). Contractors performing construction activities are required to pay state user tax on the cost of materials which they purchase. Rock County is required to pay an excise tax on Wisconsin beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel engine oil and aviation fuel.

CONTRACT

The documents that will form the contract include the "Invitation to Bid", any attachments or addendum and the successful respondent's "Bid". Rock County may, at their discretion, assign subcontracts to the Construction Manager.

APPLICABLE LAW

All contracts are governed under the laws of the State of Wisconsin and are made at Rock County, Wisconsin, and venue for any legal action to enforce the terms of the agreement will be in Rock County Circuit Court.

COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the contract. All materials furnished and work done is to comply with all local, state, and federal laws and regulations.

TERMINATION FOR DEFAULT

The contract may be terminated by Rock County, in whole or in part, in writing, whenever the County determines that the Contractor has failed to meet performance requirements of the Contract.

TERMINATION FOR CONVENIENCE

Rock County reserves the right to terminate the Contract, in whole or in part, by giving the Contractor written notice of at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination from Rock County, the Contractor shall only provide those services specifically approved or directed by Rock County. All other rights and duties of the parties under the Contract shall continue during such notice period.

CANCELLATION

Failure to maintain the required certificates of insurance, permits, licenses and bonds will be cause for contract termination. If the Contractor fails to maintain and keep in force the required insurance, Rock County shall have the right to cancel and terminate the contract without notice.

Rock County reserves the right to cancel a purchasing contract in whole or in part without penalty due to the non-appropriation of funds or for failure of the contractor to comply with terms, conditions, and specifications of the contract. Any dispute arising as to quality and quantity is subject to arbitration as provided in Chapter 788, Wisconsin Statutes.

FORCE MAJEURE

Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without fault or negligence of the party.

PERMITS, LICENSES AND FEES

The selected vendor shall be responsible for obtaining all permits, licenses, certifications etc. required by Federal, State, County and Municipal laws, regulations, codes, and ordinance for the performance of the work required in these specifications and to conform with the requirements of said legislation.

PATENT FEES, ROYALTIES AND LICENSES

By accepting a contract or purchase order from Rock County, the vendor or contractor guarantees that the sale or use of the items or goods being provided will not infringe any United States patent, and covenants that it will at its own expense defend every suit which may be brought against Rock County, (provided that such party is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such article or articles, and agrees that it will pay all costs, damages and profits recoverable in such suit. The party selling to Rock County guarantees that the items or goods being provided were manufactured in accordance with applicable federal labor laws.

PUBLIC ENTITIES CRIMES

A person or affiliate that has been convicted of a public entity crime is not allowed to submit a Bid for this contract.

PUBLIC RELATIONS IMAGE

Selected vendor's personnel shall always handle complaints and any public contact with due regard to the County's relationship with the public. Any personnel in the employ of the selected vendor involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the contract at the request of Rock County.

PUBLICITY RELEASES

Contractor agrees not to refer to award of this contract in commercial advertising in such a manner as to state or imply that the products or services provided are endorsed or preferred by Rock County. The contractor shall not have the right to include the County's name in its published list of customers without prior approval of Rock County. The contractor further agrees not to publish or cite in any form, any comments, or quotes from County staff.

ASSIGNMENT & SUBCONTRACTING

The selected Contractor will not be permitted to sublet, sell, transfer, assign or otherwise dispose of the contract or any portion therein, or its right, title or interest in, to any person, firm or corporation without the written consent of Rock County.

VENDOR'S RELATIONSHIP TO ROCK COUNTY

It is expressly agreed and understood that the successful vendor is in all respects an Independent Contractor as to the work, and the vendor is in no respect an agent, servant, or employee of Rock County. The contract will specify the work to be done by the vendor, but the method utilized to accomplish the work shall be the responsibility of the vendor.

DEFICIENCIES

If Rock County determines that there are deficiencies in the service work provided by the vendor under the contract, Rock County shall notify the vendor in writing as to the precise nature of any such deficiencies. Within ten (10) working days of receipt of such notice, vendor shall take responsible steps to correct any deficiencies.

GUARANTEED DELIVERY

Failure of the contractor to adhere to the delivery schedule that is specified or to promptly replace rejected materials renders the contractor liable for all costs more than contract price if alternate procurement is necessary. Excess costs include administrative costs.

WORK CHANGES

Rock County reserves the right to order work changes in additions, deletions, or modifications without invalidating the Contract.

WORK SITE DAMAGE

Any damage, including damage to finished surfaces, resulting from the performance of this contract shall be repaired to Rock County's satisfaction at the Contractor's expense.

RECORDS

The Contractor shall maintain accurate and complete records. All books and records pertaining to the performance of the contract shall be made available at any time during the contract and for three years following the expiration of said contract to the Rock County Finance Department, Purchasing Department or any independent auditing firm acting at the direction of Rock County.

BACKGROUND CHECKS AND SECURITY CLEARANCE

All CONTRACTOR'S tradespeople performing Work within the existing jail with residents (inmates) present must go through Rock County's required background check & security clearance. Rock County reserves the right to deny access into existing facilities for any reason. CONTRACTOR'S tradespeople must be escorted by an employee of the sheriff's department & remain within line of sight of said employee at all times while inside active facilities.

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200 US 14, Janesville, Wisconsin 53545**

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200 US 14, Janesville, Wisconsin 53545**

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WORK PACKAGES

Work Package #2.11.A – Detention Doors, Hardware, and Glazing

Work Package# 2.11.A Detention Doors, Hardware, and Glazing Bid Package #2

This Work Package Contractor (Subcontractor) shall perform the listed work below in accordance with the Contract, Drawings, Specifications, and further clarifications and instructions below. The work shall include all labor, material, equipment, and required taxes as needed to complete the work. All Bidders shall include all fees and permit costs associated with this Work Package. The general building permit will be by the Construction Manager. The following information is intended to clarify the scope of work, not limit any portion of the Work Package.

J.P. Cullen & Sons, Inc. is acting as the Construction Manager. All references to the Construction Manager implies J.P. Cullen & Sons, Inc.

Specifications to Include:

Division 00 Procurement & Contracting Requirements

Division 01 General Requirements

Section 08 71 50 Security Screws

Section 08 88 53 Security Glazing

Section 11 19 00 General Requirements for Detention

Section 11 19 10 Detention Door and Frames

Section 11 19 20 Detention Equipment Hardware

I. GENERAL REQUIREMENTS

- a. Bidders shall include all labor, materials, equipment, and required taxes to furnish and install this work package.
- b. Reference Instruction to Bidders Section for all bidding requirements.
- c. All bids are to bid per plans and specifications prepared by Venture Architects. The scopes of work are for clarification only.
- d. All bidders shall include all fees and permit costs associated with this work package and provide copies of all permits for record. The general building permit will be by the Construction Manager.
- e. Subcontractors assigned to the Construction Manager will be required to required to sign the Construction Manager's subcontract, included in the specifications, without any modifications.
- f. Comply with the Construction Manager's safety policies including 6' fall protection. The Construction Manager's safety policy is available upon request.
- g. Subcontractors are to provide their own sets of plans for field use. The Construction Manager will provide plans electronically only (pdf format).
- h. All subcontractors are to assume and include any costs to complete the work in the scheduled durations and no additional costs will be awarded for overtime or shift work required to meet the stated schedule. All Subcontractors are to adhere to the project schedule.
- i. Subcontractors are to expect that their work will be performed in multiple mobilizations. No additional costs for mobilization will be accepted by the Construction Manager.
- j. All bidders shall participate in the Construction Manager's meetings including:
 - i. Pre-Construction Meetings at project start up
 - ii. Pre-installation Meetings before each construction activity that requires coordination with other contractors.

- iii. Daily End of Shift Meeting at the end of each workday. Attendance and participation in these meetings are mandatory for all subcontractors working onsite.
 - iv. Weekly Progress Meetings
 - v. Safety Meetings
- k. The Subcontractor is responsible for field measurements, coordination, receiving, unloading, inspecting, and storage of their materials. Materials shall be brought on site with the coordination of the Construction Manager. Materials brought onsite early may require relocation to maintain the efficiency of other trades.
- l. Subcontractors are responsible to protect existing buildings from any damage for their work.
- m. Any debris left on site will be cleaned by the Construction Manager and back-charged to the appropriate party.
- n. All Subcontractors shall include layout for their own work.
- o. Subcontractors are to provide their own equipment as required to perform their work unless noted otherwise.
- p. If there is a valid reason that the Subcontractor must use equipment other than electrically powered, subcontractors are responsible for the ventilation of that equipment which is subject to approval by the Construction Manager.
- q. Subcontractors are required to provide their own flagmen for deliveries to the site as required.
- r. Subcontractors must provide their own extension cords. If temporary power greater than 120 v and 10 amps is required, subcontractors must provide hookups or generators.
- s. Each Subcontractor is to provide their own heat and weather protection for their own scope of work.
- t. Subcontractors are to provide daily reports to the Construction Manager. These reports are to include all work and subcontractors involved in working under their Subcontract. Daily reports are to include description of work being performed, progress, crew size, and safety concerns.
- u. Subcontractors are to provide weekly updated work schedules to the Construction Manager for all work to be performed in the following two weeks under their scope of work.
- v. Subcontractors will present to the Construction Manager a detailed operation plan prior to commencing any work as identified by the Construction Manager. The plan will include a detailed schedule of the work, manpower, loading, equipment required, site layout plans, and safety plan.
- w. Subcontractors are to provide on a weekly basis the copies of their weekly safety toolbox talk and sign in sheet(s).
- x. Subcontractors are to provide a full time and competent superintendent. The Superintendent must be a person with decision-making authority for the subcontractor.
- y. Subcontractors should include protection of their work from damages.
- z. Subcontractors will review the full bid documents to insure they have all the demolition and removals required for their work.
- aa. Subcontractors will review existing conditions and account for them in their bid.
- bb. All Subcontractors are to take the necessary precautions, perform testing, and have a program in place for Hazardous Material safety unless it can be verified that existing items to be removed or demolished contain no Hazardous Materials
- cc. Concrete slab be the finished floor. Contractor shall use white tire lifts that have been diapered to prevent spills of fluids. Any damage to slabs will be remedied by the Construction Manager and billed to party responsible for damage.

II. WORK PACKAGE SPECIFIC

- a. Contractor is responsible for procurement and installation of all items noted in specification sections noted above.
- b. Subcontractor is responsible for including costs for their own hoisting, unloading and staging of materials. Staging to be coordinated with Construction Manager.
- c. Frames shall be set prior to concrete masonry walls being installed. Bottom of frame shall be set at same elevation as future adjacent slab. This contractor is responsible to include provisions and costs to provide mud mats and/or shimming to set frames to correct elevations. Note that top of footing elevation for CMU wall bearing is typically at 98'-8" and Slab on Grade elevation typically at 100'-0".
- d. All costs associated with late material deliveries of items provided by this Contractor will be back-charged to this Contractor by the Construction Manager.
- e. Hollow metal detention frames above slab elevation shall be set in conjunction with the masonry wall being laid that the respective frame is set in.
- f. Others will grout frames as required when wall is laid up that frame is installed in.
- g. Contractor is required to provide an install all security caulk as required for installation of their system. Timing of caulk installation to be done in conjunction with Construction Manager.
- h. Participation (in person attendance) is required at site coordination and progress meetings as required by Construction Manager.
- i. This Contractor acknowledges that portions of the work are done at different times and are phased thus requiring remobilizations, relocations and re-set up as required.
- j. This Contractor is responsible for layout of items they install. Control lines and benchmarks will be provided by the Construction Manager.
- k. Contractor shall make note of building access and make provisions to ensure that frames will fit through permanent doorways and/or structure if required.
- l. Contractor shall remove waste daily from jobsite into dumpsters provided by others and participate in weekly jobsite clean-up.
- m. Include DZ door openings and hardware per the Detention Door and Frame schedule.

END OF SECTION

SECTION 00 41 00 BID FORM

ROCK COUNTY LES/JAIL
Bid Package 2 – Detention Doors, Hardware and Glazing
200 US-14, Janesville, Wisconsin 53545
Rock County Project #2022-20

_____, 2022
(Date)

To: Shilo Titus, Purchasing Manager
Rock County Courthouse, Purchasing Division
51 South Main Street
Janesville, WI 53545

From:

(Company Name)

(Authorized Signature)

(Printed Name)

(Address)

(Email Address)

(Phone Number)

(Wisconsin Contractor Registration Number)

(If addendum numbers are not filled in, it will be assumed that if an addendum was issued, it was not received and therefore the bid will be rejected as nonresponsive. If no addendum were issued please fill in NA in both blanks)

Having carefully examined the Instructions to Bidders, General and Supplementary Conditions of the Contract, the Specifications, including Addenda Nos. _____ to _____ inclusive, (receipt of which is hereby acknowledged) and the Drawings and having visited the site and examined all conditions affecting the work, the Undersigned proposes to furnish all labor and materials called for by the said Documents for completion of the below identified Work Package for the Rock County LES/JAIL Project at 200 US-14 in Janesville Wisconsin for the sum constituting:

WORK PACKAGE:

Work Package #: _____

Work Package Name (i.e. Concrete): _____

BASE BID:

All labor and miscellaneous products, materials, equipment and allowances necessary to complete the Work Package identified above.

Total cost shall be:

\$ _____
Written Words

\$ _____
Numeric Amount

SUBSTITUTE BIDS

These Bids are to be used for consideration by the Owner for substitutes for materials, products, equipment and appliances specified, subject to requirements set forth in the Instructions to Bidders.

**Substitute Bid (A) - For Substituting:
ADD or (DEDUCT)**

\$ _____
Written Words

\$ _____
Numeric Amount

Specified Manufacturer's Name: _____

Specified Product Name: _____

Substitute's Manufacturer's Name: _____

Substitute Product Name _____

Any unused portion of the allowance shall be refunded to the owner as a credit at the end of the project.

BIDDER'S QUALIFICATION STATEMENT AFFIDAVIT OF COMPLIANCE

Contractor is required to fill out and submit the Bidder's Qualification Statement Affidavit of Compliance found in Specification Section 00 42 00 Affidavit of Compliance.

PERFORMANCE AND PAYMENT BOND

Per Section 00 61 00 Bonds, a bidding Contractor may be required to provide a performance and payment bond along with a Labor and Material Bond. Please confirm you are able to obtain referenced bonds for this project and indicate added cost to Base Bid to provide said bonds.

Yes, bidder can provide referenced bonds and cost (to be added to Base Bid) to provide is

\$ _____ (Numeric Amount)

No, bidder can not provide referenced bonds

BID GUARANTEE

Accompanying this Proposal is a (Certified Check) (Bid Bond) (Bank Draft) in the amount of not less than five percent (5%) of the total bid:

\$ _____
Written Words

\$ _____
Numeric Amount

payable to _____ of _____, WI. which will be forfeited if the Undersigned fails to enter into Contract for the Project.

Sworn and subscribed before me this _____ day of _____, 2021

Notary Public _____

(Seal)

County _____

My Commission expires _____

SUPPLEMENTAL INFORMATION

In order for a bid to be complete a bidder is required to submit:

- Bid Form
- Bidder's Qualification Statement Affidavit of Compliance
- Bid Guarantee

END OF DOCUMENT

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**REQUIRED
BIDDER'S QUALIFICATION STATEMENT
AFFIDAVIT OF COMPLIANCE**

**#2022-20
INVITATION TO BID
BP#1 ROCK COUNTY LES/JAIL
REPLACEMENT
FOR
ROCK COUNTY FACILITIES MANAGEMENT**

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH BID TO BE CONSIDERED

_____ ("Affiant"), as a potential contractor or subcontractor, on a project for the County of Rock, swears, under oath and penalty of perjury, as follows:

NAME OF FIRM	
FIRM CONTACT	
ADDRESS AND/OR PO BOX	
CITY-STATE-ZIP	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL	
WHEN ORGANIZED	
WHERE INCORPORATED	

Has your firm ever defaulted on any contract or failed to complete any work awarded to you?	YES	NO
Have any of your contracts resulted in lawsuits?	YES	NO
Has your firm or any member thereof, while performing work of the nature to which is being bid, ever filed bankruptcy?	YES	NO
Does your firm possess all technical qualifications and resources, including equipment, personnel, and financial resources, necessary to perform the work required for this project?	YES	NO
Does your firm possess all valid, effective licenses, registrations or certificates required by federal, state, county or local law, but not limited to, those for any type of trade work or specialty work?	YES	NO
Does your firm maintain a substance abuse policy for employees?	YES	NO
Will all employees assigned to this work have been through a safety training program within the last year?	YES	NO
Has your firm committed a willful violation of federal, state, or local government safety laws determined by a final decision of a court or government agency authority?	YES	NO
All employees assigned to this work will have to pass a Rock County Law Enforcement Background Check. Will your firm pre-screen these employees before they are submitted for a County Law Enforcement Background Check?	YES	NO
Has your firm had any type of business contracting or trade license, certification or registration revoked or suspended?	YES	NO
Has your firm been debarred by any federal, state or local government agency?	YES	NO

CURRENT CONTRACTS HELD: List contracts your organization has in progress as of the date of this statement. If contract is as a sub, give the name of the prime contractor, amount of total contract and amount of sub contract.

To adequately describe the scope of work, please feel free to attach a separate sheet with relevant information.

CONTRACT AMOUNT	SCOPE OF WORK	COMPLETION DATE	OWNER PHONE #	ARCHITECT PHONE #

LIST LAST FIVE CONTRACTS COMPLETED:

CONTRACT AMOUNT	SCOPE OF WORK	COMPLETION DATE	OWNER PHONE #	ARCHITECT PHONE #

In order for a bidder to be considered for an award of Contract, the County shall be satisfied that the bidder meets the following requirements:

- **Has completed at least two (2) project of similar size and scope of work being bid.**
- Said project shall have been of the scope and type currently being bid as outlined in the Specifications of this Project Manual.

CONTRACT AMOUNT	SCOPE OF WORK	COMPLETION DATE	OWNER PHONE #	ARCHITECT PHONE #

To adequately describe the scope of work, please feel free to attach a separate sheet with relevant information.

Do you have any objection to our inquiring about any or all of the projects listed above? If yes, describe the circumstances: Yes No

Will an on-site, skilled superintendent or foreman capable of executing the work under the Contract be assigned to this project? Yes No

Will this skilled superintendent or foreman actually be entrusted with executing the work under the Contract? Yes No

If no, please explain:

List the training and experience of the superintendent or foreman:

EQUIPMENT: List all major equipment to be used on this project.

DESCRIPTION	OWNED/LEASED	QTY	CONDITION

- Financing: Financial Statement must be provided upon request.
- List any additional information or references on company letterhead.

The person signing below has the authority to sign on behalf of, and bind, the Affiant.

Affiant understands that failing to submit the required affidavit, or providing incorrect, false, or misleading information, shall automatically disqualify the Affiant from be awarded the public works contract and/or performing work on the project.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

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SECTION 00 50 00
AGREEMENT FORMS

1.1 Form of Agreement

A. Subcontract

1. The standard the Construction Manager unmodified subcontract document will be used for all subcontract Agreements assigned to the Construction Manager, including any additional exhibits added at the discretion of the Construction Manager.

C. Reference the following Agreement forms.

1. The Standard the Construction Manager Subcontract Agreement form unmodified. Reference enclosed form.

1.2 Execution

A. The Subcontract Agreement will be prepared in duplicate by the Construction Manager for signature by the Construction Manager and subcontractor or vendor.

1. Two (2) original copies will be sent to the subcontractor or vendor for signature.
2. The subcontractor or vendor will sign both contracts and forward both back to the Construction Manager.
3. One (1) executed copy will be returned to the subcontractor or vendor and one (1) executed copy will be retained by the Construction Manager.

SUBCONTRACT AGREEMENT



November 2, 2021

Name
Company
Address
City, State Zip

RE: Job Name
City, St

Dear Name:

Please read this information and follow the instructions closely. Failure to do so will result in the return to you of improperly completed contracts, insurance certificates, invoices, etc.

CONTRACT

Enclosed is a copy of our subcontract agreement.

Have the President of your company sign the agreement, scan, and return the signed copy to Admin name (admin email).

INSURANCE

Enclosed is a sample insurance certificate to be completed and returned by your insurance carrier or agent. The amount of coverage must be met. Insurance certificates must include all additional insureds and state that all liability insurance afforded additional insureds is on a primary basis, as listed on the sample insurance certificate. **INSURANCE CERTIFICATES MUST BE ON FILE PRIOR TO ANY WORK AT THE JOB SITE. SEND COIs TO insurancecerts@jpcullen.com.**

PAYMENT

Starting November 24, 2021 **ALL** Pay Apps should be sent to payapps@jpcullen.com . The invoices@jpcullen.com email will no longer be monitored after 11/23/2021, please update your records to payapps@jpcullen.com.

Each invoice (draw) must be accompanied by a fully completed (all three pages) Application for Payment form (enclosed).

Each change order must be listed on page 3, individually, as issued.

All Applications for Payment must be in our Janesville office by the 23rd of each month.

PLANS

Advise this office if you require Architect/Engineer plans and specifications.

104 E. Pleasant Street | Milwaukee, Wisconsin 53212 | p: 414.988.0088 | f: 414.988.0089

JPCULLEN.COM



SAFETY DATA SHEETS (SDS)

The United States Occupational Safety and Health Administration (US OSHA) enacted the use of a Global Harmonization Standard (GHS) to aid in the labeling and identification of products in the Hazard Communication standard. It is a requirement of this contract that you furnish to J. P. Cullen & Sons, Inc. and any end user of this material a copy of any required SDS Sheets. Electronic copies are acceptable. If you, as a subcontractor, determine that a SDS Sheet is not required, a statement to that effect must be written on your letterhead and sent to this office.

JOB COORDINATION

Please advise us of the name of the person in your organization who will serve as the project manager responsible for this project.

Submit all above information electronically within 10 days of receiving.

Sincerely,

J. P. Cullen & Sons, Inc.

Project Manager Name, Project Manager
E-mail: PM Email

PM Initials/admin initials
Enc:





November 2, 2021

Name
Company
Address
City, State Zip

PROJECT NAME: Name of Project

PROJECT MANAGER: Project Manager Name

PROJECT MANAGER PHONE NUMBER: PM Phone #

CORRESPONDENCE & SHOP DRAWINGS VIA EMAIL TO: Project Manager's Email

SHOP DRAWINGS & SAMPLES: Shop Dwgs Due Date

DELIVERY OR START DATE: Start Date

COMPLETION DATE: Completion Date

JOB PROGRESS MEETINGS: Will Advise

MATERIAL STORAGE: See Superintendent

PROJECT SUPERINTENDENT: Superintendent Name

PROJECT ADDRESS: Mailing: 104 East Pleasant Street, Milwaukee, WI 53212
 Invoices: P.O. Box 5957, Janesville, WI 53547-5957
 Shipping: Jobsite Address

PROJECT PHONE NUMBER: Supt. Phone #Superintendent Cell #

104 E. Pleasant Street | Milwaukee, Wisconsin 53212 | p: 414.988.0088 | f: 414.988.0089

JPCULLEN.COM

JANESVILLE
MADISON
MILWAUKEE

SUBCONTRACT AGREEMENT

JPC Job #XXXX

This Agreement is effective as of this **day of Month, 20XX** by and between the Contractor and the Subcontractor:
S#XXXX

Contracting Parties:

Contractor
J.P. Cullen & Sons, Inc.
104 East Pleasant Street
Milwaukee, WI 53212
F.E.I.N. 39-1367756
Phone: 414-988-0088
FAX: 414-988-0089

Subcontractor
Company
Address
City, State Zip
Phone: Phone Number
Email: Email

Project: **Project Name**

Owner: **Owner Name**

Architect/Engineer: **Architect Name**

Prime Contract: The Contractor and Owner have entered into a contract to construct the Project ("Prime Contract"). The Prime Contract is dated **Prime Contract Date** and described as follows:
Insert Prime Contract Name and any relevant contract number

Subcontract: The Subcontract is comprised of the following documents: (a) the Subcontract Agreement and its exhibits; (b) the Subcontract General Conditions; and (c) the Prime Contract, excluding compensation and other confidential information, and including but not limited to its General, Supplementary, and other Conditions; the Drawings dated **Drawing Date** contained in Drawing Volumes #s; the Specifications dated **Spec Dates for the Specifications contained in the Project Manual dated Project Manual Date**; all addenda issued prior to execution of the Prime Contract (including the following: **Addendum Number with Dates**); and all modifications issued subsequent thereto. Each such document may be referred to as a Subcontract Document.

Subcontract Work: Provide construction labor, materials, equipment, and services pursuant to this Subcontract for the completion of the work called for by the following:

SCOPE

Subcontractor acknowledges that the Prime Contract's Drawings and Specifications are incorporated in this Subcontract, and that Specification sections and Drawings that are not listed under Subcontract Work may pertain to the Subcontract Work.

Schedule: Date for Shop Dwg./Samples: Shop Dwgs Due Date

Subcontractor shall perform and complete the Subcontract Work in compliance with the Schedule of Work for the Prime Contract, as such may be revised from time to time, and the schedule provisions of the Subcontract General Conditions, all in support of Contractor's performance and completion obligations to Owner.

Subcontract Price: **(###,###.00) Dollar Amount Written and 00/100 Dollars** All state (Wisconsin), county, and local sales and use taxes are included in the Subcontract Price and are the responsibility of Subcontractor.

Insurance Limits and Additional Insureds: The insurance coverages and limits required of the Subcontractor are set forth in the Subcontract General Conditions. The Additional Insureds to be named are specified on the sample Certificate of Insurance (Exhibit A) attached. Subcontractor must provide the duly issued Certificates of Insurance prior to commencement of the Subcontract Work, and Contractor will not pay Subcontractor without proper Certificates of Insurance on file.

Other Terms and Conditions: 1. TOBACCO FREE project.

The Subcontract includes the following exhibits to the Subcontract Agreement:

Subcontract General Conditions (September 2014 edition)
Exhibit A Sample Certificate of Insurance

In witness whereof this Subcontract Agreement is entered into as of the date first written above.

J.P. Cullen & Sons, Inc.

Company

By: _____ *

By: _____ *

Printed Name: Shannon Metoxen

Printed Name: _____

Title: Division Manager – Milwaukee Division*

Title: _____ *

F.E.I.N.: _____
(Federal Employer Identification Number)

Contractor License Number

- Wisconsin
- Illinois

* Each person signing this agreement for either party warrants that (s)he is duly authorized to do so and all consents have been obtained to make this Subcontract Agreement legally binding.

SUBCONTRACT GENERAL CONDITIONS

TABLE OF ARTICLES

1. GENERAL PROVISIONS
2. CONTRACTOR'S OBLIGATIONS
3. PERFORMANCE OF THE SUBCONTRACT WORK
4. SCHEDULE AND DELAYS
5. TESTING, WARRANTY, AND CORRECTION OF SUBCONTRACT WORK
6. SAFETY OF PERSONS AND PROPERTY
7. LABOR RELATIONS
8. SURETY BONDING
9. INSURANCE
10. INDEMNIFICATION
11. CHANGES
12. PAYMENT
13. CLAIMS
14. DISPUTE RESOLUTION
15. TERMINATION AND SUSPENSION; BANKRUPTCY

ARTICLE 1 GENERAL PROVISIONS

1.1 MUTUAL AGREEMENT. The Contractor and the Subcontractor hereby mutually agree to be bound by the terms and conditions contained in the Subcontract.

1.2 ENTIRE AGREEMENT. This Subcontract represents the entire and integrated agreement between Contractor and Subcontractor with respect to the Project, and, unless specifically referenced herein, supersedes all prior written and oral agreements, negotiations, price quotes, representations, bids, proposals, and bid or proposal exceptions, conditions, and qualifications.

1.3 FLOWDOWN OF PRIME CONTRACT RIGHTS AND OBLIGATIONS. The Subcontractor shall assume toward the Contractor all duties, obligations, and responsibilities which the Contractor, under the Prime Contract, assumes toward the Owner, to the extent of the Subcontract Work. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under the Prime Contract, has against the Contractor. Subcontractor's sub-subcontractors and suppliers shall be similarly bound by the terms of the Subcontract to the extent of the work to be performed.

1.4 NO THIRD PARTY BENEFICIARIES. Nothing in the Subcontract shall be construed to create a contractual relationship between persons or entities other than the Contractor and Subcontractor.

1.5 INDEPENDENT CONTRACTORS. Contractor and Subcontractor are independent contractors and not joint-venturers, agents, representatives, or partners of each other.

1.6 BUSINESS AND PROFESSIONAL LICENSES. Subcontractor represents and warrants that it has obtained

all necessary licenses to perform its obligations under the Subcontract.

1.7 PERMITS, FEES, AND LICENSES. The Subcontractor shall give adequate notices to authorities pertaining to the Subcontract Work and secure and pay for all permits, fees, licenses, assessments, inspections, and taxes necessary to complete the Subcontract Work in accordance with the Subcontract.

1.8 NO UNAUTHORIZED DELEGATION OR SUBCONTRACTING OF DUTIES. The Subcontractor is prohibited from delegating, transferring, assigning, conveying, subcontracting, relinquishing, or otherwise disposing of the whole or a substantial part of its duties under this Subcontract without the prior written approval of the Contractor.

1.9 ASSIGNMENT BY CONSENT ONLY. Subcontractor shall not assign any rights under this Subcontract, including the right to any payment due or which may become due Subcontractor, without the express written consent of Contractor. Any assignment made without Contractor's written consent shall be void.

1.10 COMPLIANCE WITH LAWS. The Subcontractor agrees to be bound by, and at its own cost, comply with all federal, state, and local laws, ordinances, and regulations (hereinafter collectively referred to as "laws") applicable to the Subcontract Work including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, disadvantaged business enterprise, and all other laws with which the Subcontractor must comply according to the Subcontract. The Subcontractor shall be liable to the Contractor and the Owner for all loss, cost, and expense attributable to any acts of commission or omission by the Subcontractor, its employees, and agents resulting from the failure to comply therewith, including, but not limited to, any fines, penalties, or corrective measures, except as provided in Paragraph 6.2.2.

1.11 CONTROLLING LAW. This Subcontract shall be governed by the laws of the State of Wisconsin, unless the project is not located in Wisconsin and the state where the project is located requires by statute that its state law applies to the Subcontract.

1.12 SUBCONTRACT GOVERNS. Where a provision of the Prime Contract is inconsistent with a provision of the Subcontract Agreement or Subcontract General Conditions, the provision of the Subcontract Agreement or Subcontract General Conditions shall govern.

1.13 PRIORITY OF SUBCONTRACT AGREEMENT. In the case of a conflict between the express provisions of the

Subcontract Agreement and any other provision of the Subcontract, the provisions of the Subcontract Agreement shall govern.

1.14 SEVERABILITY. The partial or complete invalidity of any one or more provisions of this Subcontract shall not affect the validity or continuing force and effect of any other provision.

1.15 WAIVER. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this Subcontract, or to exercise any right herein, shall not be construed as a waiver of relinquishment of such term, covenant, condition, or right as respects further performance.

1.16 REQUIREMENT OF SIGNATURES. Whenever there is a requirement for written authorization, such authorization must be signed by an authorized representative of Contractor and Subcontractor to be effective. Such signature is effective if it is transmitted to the other party by electronic facsimile or in portable document format (PDF).

1.17 COPIES OF SUBCONTRACT. The Contractor has furnished the Subcontractor with one (1) copy of the Subcontract Agreement and Subcontract General Conditions; one (1) copy of all other Subcontract Documents is available upon request. Additional copies will be furnished to the Subcontractor upon request at cost, or in electronic/digital format. The Subcontractor may make copies of applicable portions of the Subcontract available to its proposed subcontractors and suppliers.

1.18 DEFINED TERMS. Terms shall be defined as set forth in these Subcontract General Terms and Conditions and in the Subcontract Agreement; such defined terms shall be indicated with initial capital letters.

1.19 TITLES. The titles given to Articles and Paragraphs herein are for ease of reference only and shall not be relied upon or cited for any other purpose.

ARTICLE 2 CONTRACTOR'S OBLIGATIONS

2.1 PAYMENT. As full compensation for satisfactory performance of the Subcontract, Contractor agrees to pay Subcontractor the Subcontract Price, subject to all applicable provisions of the Subcontract.

2.2 TIMELY COMMUNICATIONS. The Contractor, with reasonable promptness, shall transmit to the appropriate parties all submittals, transmittals, and written approvals relating to the Subcontract Work. Unless otherwise specified in the Subcontract or as necessary to protect safety or property, communications by and with the Subcontractor's subcontractors, material men, and suppliers shall be through the Subcontractor.

2.3 LAYOUT RESPONSIBILITY AND LEVELS. The Contractor shall establish principal axis lines of the building and site.

ARTICLE 3 PERFORMANCE OF THE SUBCONTRACT WORK

3.1 SUBCONTRACT WORK. The Subcontractor shall, to the satisfaction of the Contractor and Owner, furnish all of the labor, materials, equipment, and services, including, but not limited to, competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for or incidental to the proper performance of the work required by or reasonably inferable from this Subcontract. The Subcontractor shall provide to the Contractor a list of its proposed subcontractors and suppliers if requested, and be responsible for taking field dimensions, providing tests, ordering of materials, and all other actions as required to perform the Subcontract Work and to comply with the Schedule of Work.

3.2 SITE VISITS. The Subcontractor represents and acknowledges that it visited the Project site prior to formation of this Subcontract and visually inspected the general and local conditions that could affect the performance of the Subcontract Work. Any failure of the Subcontractor to reasonably ascertain from a visual inspection of the site the general and local conditions that could affect the Subcontract Work shall not relieve the Subcontractor from its responsibility to properly complete the Subcontract Work without additional expense to the Contractor.

3.3 SUBCONTRACT WORK AT THE SITE. A preliminary conference, to be scheduled by the Contractor, is required before beginning work at the job site. Attendance by the Subcontractor's project manager and job site foreman is mandatory.

3.4 REPORTING DISCREPANCIES. If, before or during the performance of the Subcontract Work, Subcontractor discovers any conflict, error, ambiguity, or discrepancy within the Subcontract (including but not limited to the Drawings and Specifications), or between the Subcontract and (a) any applicable law or regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier, then Subcontractor shall promptly report it to Contractor in writing. Subcontractor shall not proceed with the Subcontract Work affected thereby (except in an emergency) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation furnished by Contractor, or by an amendment or supplement to the Subcontract. If the Subcontractor performs Subcontract Work knowing that a conflict, error, ambiguity, or discrepancy has not yet been resolved, then the Subcontractor shall assume full responsibility for such Subcontract Work and shall bear

all associated costs, charges, fees, damages, and expenses.

3.5 ACCURACY OF SUBCONTRACT WORK. After Contractor has established principal axis lines of the building and site, the Subcontractor shall lay out and be responsible for the accuracy of the Subcontract Work and for any loss or damage to the Contractor or others by reason of the Subcontractor's failure to set out or perform its Subcontract Work correctly. The Subcontractor shall exercise prudence so that the actual final conditions and details of its Subcontract Work shall result in alignment of finish surfaces.

3.6 PERFORMANCE OF SUBCONTRACT WORK. The Subcontractor shall use its best care, skill, and diligence in supervising, directing, and performing the Subcontract Work. The Subcontractor shall have responsibility and control over the performance of the Subcontract Work, including the construction methods, techniques, means, and sequences for coordinating and completing the various portions of the Subcontract Work, unless the Subcontract gives other specific instructions concerning these matters.

3.7 MATERIALS FURNISHED BY OTHERS. In the event the scope of the Subcontract Work includes installation of materials or equipment furnished by others, it shall be the responsibility of the Subcontractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Subcontract, with such skill and care as to ensure a satisfactory and proper installation. Loss or damage due to acts of the Subcontractor shall be deducted from any amounts due or to become due the Subcontractor under this Subcontract.

3.8 USE OF CONTRACTOR'S EQUIPMENT. The Subcontractor, its agents, employees, subcontractors or suppliers may use the Contractor's equipment only with the express written permission of the Contractor's designated representative and in accordance with Contractor's terms and conditions for such use.

3.9 STORAGE. At the sole discretion of the Contractor's authorized representative, Subcontractor may be allowed to store materials on-site, at a location expressly designated by Contractor, if space is available. Contractor may at any time require that Subcontractor relocate or remove such stored materials.

3.10 TEMPORARY SERVICES. The Contractor will provide to the Subcontractor at the Project site those temporary services expressly identified in the Subcontract as Contractor-provided. Unless otherwise indicated such temporary services are provided at Contractor's expense. The Subcontractor shall provide, at its own expense, all other necessary temporary services for the completion of the Subcontract Work.

3.11 CLEANUP. The Subcontractor shall follow the Contractor's cleanup directions, and

- (a) at all times keep the building and premises free from debris resulting from the Subcontract Work; and
- (b) broom clean each work area prior to discontinuing work in each area.

If the Subcontractor fails to immediately commence compliance with cleanup duties within twenty-four (24) hours after written notification from the Contractor of noncompliance, the Contractor may implement appropriate cleanup measures without further notice and deduct the cost thereof from any amounts due or to become due the Subcontractor under this Subcontract. Unless expressly stated otherwise, Subcontractor shall furnish its own dumpsters.

3.12 COORDINATION AND COOPERATION

The Subcontractor shall:

- (a) cooperate with the Contractor and all others whose work may interface with the Subcontract Work;
- (b) specifically note and immediately advise the Contractor of any interference with the Subcontract Work;
- (c) participate in the preparation of coordination drawings and work schedules involving the Subcontract Work; and
- (d) attend daily end-of-shift meetings as scheduled by Contractor's superintendent.

3.13 COMMUNICATIONS. Unless otherwise provided in the Subcontract, Subcontractor's communications by and with the Owner, Architect, separate contractors, and/or other subcontractors and suppliers of Contractor, regardless of tier, shall be through the Contractor.

3.14 PATENTS. Except as otherwise provided by the Subcontract, the Subcontractor shall pay all royalties and license fees that may be due on the inclusion of any patented materials in the Subcontract Work. The Subcontractor shall defend all suits brought against Contractor or Owner for infringement of any patent rights if such infringement arises out of the Subcontract Work, and Subcontractor shall be liable to the Contractor and Owner for all associated losses, including all costs, expenses, and attorneys' fees; but Subcontractor 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 Subcontract. However, if the Subcontractor has reason to believe that a particular

design, process, or product required by the Subcontract is an infringement of a patent, then the Subcontractor shall promptly furnish such information to the Contractor or be responsible to the Contractor and Owner for any loss sustained as a result thereof.

3.15 SHOP DRAWINGS, SAMPLES, PRODUCT DATA, AND MANUFACTURERS' LITERATURE

3.15.1 The Subcontractor promptly shall submit for approval to the Contractor, by the date(s) specified in the Subcontract Agreement or Schedule of Work, all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract. If no specific date has been established, Subcontractor shall submit all such shop drawings and similar items within 30 days of the effective date of the Subcontract, and in such time and sequence so as not to delay the Contractor or others in the performance of the Prime Contract work.

3.15.2 The Subcontractor shall be responsible to the Contractor for the accuracy and conformity of its submittals to the Subcontract's specific submittal requirements.

3.15.3 In the event that the Subcontract does not contain submittal requirements pertaining to the Subcontract Work, the Subcontractor agrees upon Contractor's request to submit in a timely fashion to the Contractor for approval any shop drawings, samples, product data, manufacturers' literature or similar submittals as may reasonably be required by the Contractor, Owner, or Owner's architect or engineer, without any additional compensation to the Subcontractor.

3.15.4 The approval of any Subcontractor submittal shall not be deemed to authorize deviations, substitutions, or changes in the requirements of the Subcontract unless express written approval is obtained from the Contractor authorizing such deviation, substitution, or change.

3.16 PROFESSIONAL CERTIFICATIONS. The Contractor, Owner, and Owner's architect or engineer are entitled to rely on the accuracy and completeness of any professional certifications required by the Subcontract, or contained in any submittal, concerning the performance criteria of systems, equipment, or materials, including all calculations relating thereto and any governing performance requirements.

3.17 DESIGN DELEGATION

3.17.1 If the Subcontract specifically requires the Subcontractor to (1) provide design services, and (2) specify all design and performance criteria, the Subcontractor shall provide those design services necessary to satisfactorily complete the Subcontract Work. Design services provided by the Subcontractor

shall be procured from licensed design professionals retained by the Subcontractor as permitted by the law of the place where the Project is located ("the Designer"). The Designer's signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by the Designer. Shop Drawings and other submittals related to the Subcontract Work designed or certified by the Designer, if prepared by others, shall bear the Subcontractor's and the Designer's written approvals when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by the Designer.

3.17.2 If the Designer is an independent professional, the design services shall be procured pursuant to a separate agreement between the Subcontractor and the Designer, consistent with the terms of the Subcontract. The Subcontractor shall notify the Contractor in writing if it intends to terminate or replace any Designer. The Subcontractor shall be responsible for conformance of its design with the information given and the design concept expressed in the Subcontract. The Subcontractor shall not be responsible for the adequacy of the performance criteria or design criteria provided to Subcontractor in the Subcontract.

3.18 PUNCH LIST. The Contractor will schedule a punch list conference at or about the time of substantial completion of the Subcontract Work, or at Contractor's option at the time of substantial completion of the Prime Contract. Attendance by the Subcontractor's project manager and job site foreman is mandatory. Subcontractor shall proceed to complete all punch list tasks identified by Contractor, Owner, and Owner's architect or engineer, with regard to the Subcontract Work, within ten (10) working days of the conference.

ARTICLE 4 SCHEDULE AND DELAYS

4.1 COMMENCEMENT OF SUBCONTRACT WORK.

The Subcontractor shall commence the performance of the Subcontract Work at the site as of the date established in the Schedule of Work, as revised from time to time, or as authorized by Contractor. Subcontractor may begin necessary off-site preparatory work at any time after the effective date of the Subcontract.

4.2 SCHEDULE OF WORK. In a timely fashion, the Contractor shall provide the Subcontractor with the schedule proposed by the Contractor for the Subcontract Work. This schedule shall be incorporated as part of the schedule for performance of the Prime Contract ("Schedule of Work"). In consultation with the Subcontractor, the Contractor shall periodically review the Schedule of Work and shall revise and update such schedule (including the portion pertaining to the Subcontract Work), as necessary, as the work under the

Prime Contract progresses. The Schedule of Work and all subsequent changes and additional details thereto shall be submitted to the Subcontractor promptly and reasonably in advance of the required performance of the Subcontract Work. The Contractor shall have the right to determine and, if necessary, change the time, order, and priority in which the various portions of the Subcontract Work shall be performed in the Schedule of Work and all other matters relative to the timely and orderly conduct of the Subcontract Work. Subcontractor acknowledges that changes may be made in the Schedule of Work and agrees to comply with such changes without additional compensation. Contractor shall document all changes to the Schedule of Work in writing.

4.3 SUBCONTRACT TIME. The Subcontract Work shall be completed in accordance with the Schedule of Work ("Subcontract Time"). If the Subcontractor's progress or performance of the Subcontract Work or the procedures employed in completing the Subcontract Work is such that, in the Contractor's opinion, the Subcontract Work will not be completed within the required time, Subcontractor shall at its own expense work overtime, additional shifts, Saturdays and/or Sundays and/or holidays (if allowed by the Prime Contract), or hire additional employees, or revise its procedures as may be necessary to meet the Schedule of Work. If Subcontractor fails to take measures to meet the schedule, Contractor may invoke the measures in Article 15.

4.4 TIME IS OF THE ESSENCE. TIME IS OF THE ESSENCE WITH RESPECT TO SUBCONTRACTOR'S PERFORMANCE OF ITS OBLIGATIONS, and Subcontractor agrees to see to the performance of its respective Subcontract Work and the work of its subcontractors and suppliers so that the entire Project may be completed in accordance with the Prime Contract and the Schedule of Work. If Subcontractor shall fail to complete or diligently proceed with the Subcontract Work according to the Subcontract or Schedule of Work, Contractor may take over the Subcontract Work and complete or re-let the same to another subcontractor and deduct from the cost thereof from any amounts due or to become due the Subcontractor under this Subcontract Agreement. Subcontractor shall remain liable for damages, both liquidated and unliquidated, caused to Contractor or Owner by such failure or any other delays.

4.5 DELAY

4.5.1 If Contractor, or a subcontractor of Contractor other than Subcontractor, delays, disrupts, or interferes with the performance or progress of the Subcontract Work, then Subcontractor shall be entitled to an equitable adjustment in the Subcontract Time. Revision of the Schedule of Work, as allowed by Paragraph 4.2, does not constitute delay, disruption, or interference by Contractor.

4.5.2 Subcontractor shall not be entitled to an adjustment in Subcontract Price or Subcontract Time for delay, disruption, or interference caused by or within the control of Subcontractor. Delay, disruption, and interference attributable to and within the control of a sub-subcontractor or supplier of Subcontractor shall be deemed to be within the control of Subcontractor.

4.5.3 If Owner, Owner's architect or engineer, or a contractor of Owner other than Contractor, delays, disrupts, or interferes with the performance or progress of the Subcontract Work, then Subcontractor shall be entitled to an equitable adjustment in Subcontract Time. In such a case Subcontractor also shall be entitled to an equitable adjustment of Subcontract Price if Contractor is entitled to and does in fact obtain such an adjustment, expressly attributable to the Subcontract Work, from Owner.

4.5.4 If Subcontractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Subcontractor, its sub-subcontractors and suppliers, Owner, Owner's architect or engineer, a contractor of Owner other than Contractor, Contractor, or a subcontractor of Contractor other than Subcontractor, then Subcontractor shall be entitled to an equitable adjustment in Subcontract Time. Such an adjustment shall be Subcontractor's sole and exclusive remedy under this Subcontract for the delays, disruption, and interference described in this paragraph.

4.5.5 Subcontractor shall not be entitled to an adjustment in Subcontract Price or Subcontract Time for any delay, disruption, or interference if such is concurrent with a delay, disruption, or interference caused by or within the control of Subcontractor.

4.5.6 Any Subcontractor entitlement to an adjustment of the Subcontract Time under this article is conditioned on such adjustment being essential to Subcontractor's ability to complete the Subcontract Work within the Subcontract Time.

4.5.7 Subcontractor is not entitled to damages or additional compensation based on delay, hindrance of work, impacts on progress, season changes, disruption, loss of productivity or efficiency, or schedule changes, except as expressly allowed under this Section 4.5.

4.5.8 If Subcontractor delays, disrupts, or interferes with the performance or progress of Contractor's work, or the work of Owner or other contractors or subcontractors at the Site, then Contractor shall be entitled to recover from Subcontractor all associated costs, charges, fees, damages, and expenses (if any).

4.6 LIQUIDATED DAMAGES. If the Prime Contract provides for liquidated or other damages for delay beyond the completion date set forth in the Prime Contract, and such damages are assessed by the

Owner against the Contractor, then the Contractor may assess such damages against the Subcontractor in proportion to its share of the responsibility for such delay and damage, but no more. The amount of such assessment against the Subcontractor, if any, shall not exceed the Subcontractor's proportionate share of the responsibility for such delay and damage and shall never exceed the amount assessed against the Contractor by the Owner. Nothing in this paragraph shall limit the Contractor's right to recover all actual damages sustained by the Contractor as a result of the Subcontractor delay.

ARTICLE 5 TESTING, WARRANTY, AND CORRECTION OF SUBCONTRACT WORK

5.1 TESTS AND INSPECTIONS. The Subcontractor shall schedule all required tests, approvals, and inspections of the Subcontract Work or portions thereof at appropriate times so as not to delay the progress of the Subcontract Work. The Subcontractor shall give proper written notice to all required parties of such tests, approvals, and inspections. The Subcontractor shall bear all expenses associated with tests, inspections, and approvals required of the Subcontractor by the Subcontract which, unless otherwise agreed to, shall be documented by an independent testing laboratory or entity approved by the Contractor and Owner. Required certificates of testing, approval or inspection shall, unless otherwise required by the Subcontract, be secured by the Subcontractor and promptly delivered to the Contractor.

5.2 UNCOVERING OF WORK

5.2.1 If required by the Contractor, the Subcontractor must uncover any portion of the Subcontract Work which has been covered by the Subcontractor in violation of the Subcontract or contrary to a directive issued to the Subcontractor by the Contractor. The Subcontractor shall promptly uncover such work for the Contractor's or Owner's inspection and then restore the uncovered work to its original condition at the Subcontractor's time and expense.

5.2.2 The Contractor may direct the Subcontractor to uncover portions of the Subcontract Work for inspection by the Owner or Contractor at any time. The Subcontractor is required to uncover such work whether or not the Contractor or Owner had requested to inspect the work prior to it being covered. Except as provided in Paragraph 5.2.1, the Subcontract shall be adjusted by change order for the cost and time of uncovering and restoring any Subcontract Work which is uncovered for inspection and proved to have been installed in accordance with the Subcontract, provided the Contractor had not previously instructed the Subcontractor to leave the Subcontract Work uncovered. If the Subcontractor uncovers Subcontract Work pursuant to a directive issued by the Contractor,

and such Subcontract Work upon inspection is found not to comply with the Subcontract, then the Subcontractor shall be responsible for all costs and time of uncovering, correcting, and restoring the Subcontract Work so as to make it conform to the Subcontract. If the Contractor or some other entity for which the Subcontractor is not responsible caused the nonconforming condition, the Contractor shall adjust the Subcontract by change order for all such costs and time. Any reference to a change in Subcontract Time under this paragraph is subject to the provisions of Paragraph 4.5 above, concerning delays.

5.3 WORKMANSHIP AND MATERIALS. Every part of the Subcontract Work shall be executed in accordance with the Subcontract in a workmanlike and substantial manner. All materials used in the Subcontract Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Subcontract Work. All materials and equipment shall be new except such materials and equipment as the Subcontract expressly allows or requires to be otherwise.

5.4 NO SUBSTITUTIONS. No substitutions shall be made in materials or equipment unless permitted in the Subcontract, and only then upon the Subcontractor first receiving all approvals required under the Subcontract for substitutions and written approval from Contractor.

5.5 GENERAL WARRANTY. Subcontractor warrants and guarantees to Contractor that all Subcontract Work will be in accordance with the requirements of the Subcontract and will not be deficient or defective. Subcontractor's warranty and guarantee hereunder excludes defects or damage caused by abuse, modification, or improper maintenance or operation by persons other than Subcontractor and its sub-subcontractors, suppliers, or any other individual or entity for whom Subcontractor is responsible; or normal wear and tear under normal usage. Subcontractor's obligation to perform and complete the Subcontract Work in accordance with the requirements of the Subcontract shall be absolute, and Subcontractor shall be fully responsible for the Subcontract Work under the Subcontract to at least the same extent that Contractor is responsible for the Subcontract Work to the Owner under the Prime Contract. This general warranty is in addition to all other warranties provided or required by law, contract, or otherwise.

5.6 SPECIAL WARRANTIES. The Subcontractor agrees to furnish any special warranties that are required by the Subcontract. Subcontractor shall submit such special warranties to Contractor no later than with Subcontractor's final payment application, or the start of the special warranty period if earlier than the submittal of the final payment application.

5.7 CORRECTION DUTY

5.7.1 While the Subcontract Work is in progress, Subcontractor shall correct the Subcontract Work to the same extent that Contractor is required to correct its work (including the Subcontract Work) under the Prime Contract. Subcontractor shall correct Subcontract Work whether or not installed or completed. If the Subcontract Work has been rejected, Subcontractor shall remove such rejected Subcontract Work from the Project at the direction of Contractor, and replace it with Subcontract Work that is not defective.

5.7.2 For a period of one (1) year after final completion of the Subcontract Work, or no less than any period required under the Prime Contract relative to the Subcontract Work (whichever is longer), and promptly after receipt of written notice from Contractor, the Subcontractor shall correct all defective Subcontract Work as directed by Contractor. Subcontractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to any such correction or removal (including but not limited to all costs of repair or replacement of work of others).

5.8 WARRANTY AND CORRECTION REMEDIES ARE NOT EXCLUSIVE. Warranty and correction duties and obligations imposed by the Subcontract, 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 or contract.

ARTICLE 6 SAFETY

6.1 SAFETY OF PERSONS AND PROPERTY

6.1.1 The Subcontractor is required to perform the Subcontract Work in a safe and reasonable manner. The Subcontractor shall seek to avoid injury, loss, or damage to persons or property by taking reasonable steps to protect:

- (a) employees and other persons at the site;
- (b) materials and equipment stored at the site or at off-site locations for use in performance of the Prime Contract or Subcontract Work; and
- (c) all property and structures located at the site and adjacent to work areas, whether or not said property or structures are part of the Project or involved in the Prime Contract or Subcontract Work.

6.1.2 The Subcontractor shall give all required notices and comply with all applicable rules, laws, regulations, orders, and other lawful requirements established to prevent injury, loss, or damage to persons or property.

6.1.3 The Subcontractor shall implement appropriate safety measures pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the site and adjacent thereto from injury, loss, or damage.

6.1.4 Prevention of accidents in the performance of the Subcontract Work by the Subcontractor, its employees, persons, or entities performing work on behalf of the Subcontractor, is the responsibility of the Subcontractor. The Subcontractor shall establish its own safety program implementing safety measures, policies, and standards in accordance with industry practices and the requirements of governmental and quasi-governmental authorities having jurisdiction. The Subcontractor shall comply with Owner's safety requirements (if any) imposed by the Subcontract. If Contractor observes any unsafe practices Contractor may stop any part of the Subcontract Work that Contractor deems unsafe until Subcontractor takes corrective measures. The Contractor's failure to observe or stop Subcontractor's unsafe practices shall not relieve Subcontractor of the responsibility for such practices.

6.1.5 The Subcontractor shall exercise extreme care in carrying out any Subcontract Work that involves explosives or other dangerous methods of construction or hazardous procedures, materials, or equipment.

6.1.6 At all times relevant hereto, the Subcontractor shall use properly trained and qualified individuals or entities to carry out the Subcontract Work in a safe and reasonable manner so as to reduce the risk of personal injury or property damage.

6.1.7 Subcontractor shall provide its workers with hard hats, safety glasses, and high visibility clothing, which shall be worn at all times. Subcontractor shall also furnish its workers any other personal protective clothing or other safety items required by the Subcontract or industry standards. If a Subcontractor worker is at the site without a required personal safety item, the worker must immediately leave the site. In some cases Contractor may have required items available for purchase by Subcontractor: Contractor-provided hard hats are \$25.00 each; safety glasses \$10.00 each; and high-visibility vests \$15.00 each. Contractor will deduct the cost through a deductive change order to the Subcontract Price. Once issued to a Subcontractor worker, a hard hat cannot be returned to Contractor for credit.

6.1.8 To prevent distraction and promote awareness of surrounding conditions, Subcontractor shall not allow the use of radios, music players, headphones (except for hearing protection devices), or earbuds by its workforce at the site. Subcontractor shall limit the use of mobile

phones and similar communication devices to project-related matters.

6.2 DUTY TO REMEDY LOSSES

6.2.1 The Subcontractor is required to promptly remedy any loss or damage caused to the Subcontract Work, materials, equipment, and property referred to in clauses 6.1.1 (b) and 6.1.1 (c), if said loss or damage is not covered by builder's risk or other property insurance required under the Prime Contract, but only to the extent caused by the Subcontractor and/or persons or entities performing work for or on behalf of the Subcontractor, regardless of tier, who have furnished labor, materials, or services relating to the Subcontract and for whose acts the Subcontractor may be liable.

6.2.2 The Subcontractor shall indemnify the Contractor for fines, or penalties imposed on the Contractor as a result of safety violations, but only to the extent that such fines, or penalties are caused by the Subcontractor's (or its subcontractor's or material supplier's) failure to comply with applicable safety requirements, and then only to the extent that such fines or penalties are determined to be the Subcontractor's (or its subcontractor's or material supplier's) responsibility based upon the particular failure of compliance cited, and not due to prior or repeated safety violations by the Contractor.

6.3 SAFETY REPRESENTATIVE. The Subcontractor is required to designate an individual at the site in the employ of the Subcontractor who shall act as the Subcontractor's designated safety representative with a duty to prevent accidents. Unless otherwise identified by the Subcontractor in writing to the Contractor, the designated safety representative shall be the Subcontractor's project superintendent.

6.4 NO OVERLOADING. The Subcontractor has an affirmative duty not to overload the structures or conditions at the site and shall take reasonable steps not to load any part of the structures or site so as to give rise to an unsafe condition or create an unreasonable risk of injury or property damage. Upon written request by Subcontractor, the Contractor shall provide loading information concerning the structures at the site.

6.5 REPORTING ACCIDENTS AND NEAR MISSES. The Subcontractor shall give prompt written notice to the Contractor of any accident involving personal injury requiring a physician's care, any property damage exceeding five hundred dollars (\$500.00) in value, or any failure that could have resulted in serious bodily injury, whether or not such an injury was sustained. Subcontractor shall furnish a detailed written report if requested by the Contractor.

6.6 SAFE WORK AREAS. Subcontractor is primarily responsible for (a) not creating and not allowing its sub-subcontractors to create an unsafe condition in the Subcontractor's work area or any other work area on the Project, (b) inspecting and identifying any unsafe conditions in the Subcontractor's work area, (c) protecting and safeguarding its employees and the employees of its sub-subcontractors from such unsafe conditions, (d) immediately notifying Contractor of such unsafe conditions, and (e) promptly correcting or eliminating such unsafe conditions. If an employee of the Subcontractor or an employee of a sub-subcontractor is injured by an unsafe condition in the Subcontractor's work area, the Subcontractor agrees that such any injury would constitute a breach of the Subcontractor's safety duties under the Subcontract.

6.7 MATERIALS SAFETY

6.7.1 If the Subcontractor encounters asbestos, polychlorinated biphenyl (PCB), or other hazardous substances at the site which potentially are harmful to persons or property, then the Subcontractor shall take all steps required by the Subcontract and by law to protect persons and property from injury or damage, including stopping the Subcontract Work in the affected areas and promptly advising the Contractor in writing of the conditions encountered at the site. If the Subcontractor stops work in any area of the Project as a result of hazardous substances located at the site, then the Subcontractor shall not resume its Subcontract Work in the affected area until (a) the hazardous substances have been removed or made harmless, (b) the Contractor and Subcontractor agree in writing to commence work in all or a portion of the area, (c) the Owner orders the work to proceed in the affected area and the parties agree, or (d) the matter is resolved through arbitration or litigation as provided for in this Subcontract. The Subcontractor shall not be required to perform work in areas containing asbestos, PCBs, or any other hazardous substances defined by the Subcontract, without the Subcontractor's consent.

6.7.2 Safety Data Sheets ("SDS") as required by law and pertaining to materials or substances used or consumed in the performance of the Subcontract Work shall be submitted to the Contractor by the Subcontractor. SDS documents obtained by the Contractor from other subcontractors or sources shall be made available to the Subcontractor by the Contractor.

ARTICLE 7 LABOR RELATIONS

7.1 COLLECTIVE BARGAINING AGREEMENTS. Contractor is signatory to collective bargaining agreements with the following unions: carpenters, cement finishers, ironworkers, laborers, masons, and operating engineers. The collective bargaining agreements contain subcontracting clauses that

prevent the Contractor from subcontracting work covered by the collective bargaining agreements to "non-union" subcontractors. For types of work covered by Contractor's collective bargaining agreements, Subcontractor (including its subcontractors) shall perform work at the Project site with workers covered by the appropriate collective bargaining agreement.

Each Employee: \$100,000

3. Subcontractor waives all rights against Contractor and its employees for recovery of damages to the extent these damages are covered by the workers' compensation insurance obtained by Subcontractor pursuant to this Subcontract. Subcontractor shall obtain an endorsement equivalent to WC 00 03 13 to complement this waiver.

**ARTICLE 8
SURETY BONDING**

8.1 SUBCONTRACTOR BONDS

8.1.1 If requested by Contractor, the Subcontractor shall furnish to the Contractor, as the named Obligor, appropriate surety bonds to secure the faithful performance of the Subcontract Work and to satisfy all Subcontractor payment obligations arising thereunder. The Subcontractor surety bond requirements, if any, applicable are contained in the Subcontract Agreement.

8.1.2 If both a performance and payment bond are required of the Subcontractor under this Subcontract, then said bonds shall be in the full amount of the Subcontract Price, unless otherwise specified herein, and said bonds shall be in a form and by a surety mutually agreeable to the Contractor and Subcontractor.

8.1.3 If not initially required by the Subcontract, the Subcontractor shall be reimbursed for the cost of any subsequently required performance and payment bonds. The reimbursement amount for the Subcontractor bonds shall not exceed the actual premium paid for the bonds, up to a maximum of 3% of Subcontract Price.

8.1.4 In the event the Subcontractor shall fail to promptly provide any required bonds, the Contractor may terminate this Subcontract for cause and enter into a subcontract for the balance of the Subcontract Work with another subcontractor. All Contractor costs and expenses incurred by the Contractor as a result of said termination shall be paid by the Subcontractor.

**ARTICLE 9
INSURANCE**

9.1 SUBCONTRACTOR'S INSURANCE.

Subcontractor shall maintain the following minimum types and limits of insurance coverage with A.M. Best's A-; VII (or higher) rated insurer(s) that are lawfully licensed and authorized to do business in the jurisdiction in which the Project is located:

- (a) **WORKERS' COMPENSATION AND EMPLOYERS LIABILITY**
 - 1. Coverage A: Per State Statute
 - 2. Coverage B: Each accident: \$100,000
Disease:
Policy Limit: \$500,000

- (b) **COMMERCIAL GENERAL LIABILITY**
 - 1. Each Occurrence: \$1,000,000
 - 2. General Aggregate: \$1,000,000
 - 3. Products/Comp. Ops. Aggregate: \$1,000,000
 - 4. Personal Injury: \$1,000,000
 - 5. Coverage Requirements:

ISO occurrence form CG 00 01 (or equivalent coverage form) covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, liability assumed under an insured contract (including the tort liability of another assumed in a business contract) and contain a "per project" aggregate limits endorsement. There shall be no endorsement or modification of this policy limiting the scope of coverage for liability arising from explosion, collapse, underground property damage, damage to the named insured's work, or for any other type of operations or work being performed under this Subcontract Agreement.

- (c) **COMMERCIAL AUTOMOBILE LIABILITY**
 - 1. Combined Single Limit: \$1,000,000
 - 2. Coverage Requirements:
ISO accident form CA 00 01 (or equivalent coverage form) and shall cover liability arising out of any automobile.

- (d) **PROFESSIONAL LIABILITY**
Required if the Subcontract Work includes engineering, design, or other professional services.
 - 1. Each Claim: \$1,000,000
 - 2. General Aggregate: \$1,000,000

- (e) **UMBRELLA (EXCESS) LIABILITY**
 - 1. Each Occurrence: \$1,000,000
 - 2. General Aggregate: \$1,000,000
 - 3. Coverage Requirements:

Provide excess liability over Commercial General Liability, Commercial Automobile Liability, and Employer's Liability policies.

9.2 ADEQUACY OF INSURANCE COVERAGE.

Neither the Contractor nor the Owner warrants the adequacy of the types of insurance nor the limits of liability required. Minimum Subcontractor insurance requirements do not limit the Subcontractor's legal responsibilities and liabilities, or the limits of insurance required for the additional insured coverage.

9.3 ADDITIONAL INSURED COVERAGE.

Subcontractor shall list the Contractor, Owner, and other entities listed on the sample certificate of insurance in Exhibit A as additional insureds under the Subcontractor's Commercial General Liability, Commercial Automobile Liability and Umbrella (Excess) Liability policies for the full policy limits available under each policy. Commercial General Liability and Umbrella (Excess) Liability additional insured coverage shall be provided by ISO forms CG 20101001 & CG 20371001 (or equivalent coverage forms). The Commercial Automobile Liability additional insured endorsement shall be provided by ISO form CA 20 48 (or equivalent coverage form). Any insurance coverage provided to the additional insureds under the Subcontractor's Commercial General Liability, Commercial Automobile Liability and Umbrella (Excess) Liability coverages shall be primary to and will not seek contribution from any other insurance available to the additional insureds where the additional insured is a named insured. The additional insured coverage shall apply to liability arising from any and all ongoing operations and products or completed operations of the Subcontractor. The additional insured coverage for the products/completed operations exposure shall continue to remain in force through the Statute of Repose or as long as this additional insured coverage is commercially available to the Subcontractor, but not less than three (3) years after the date of substantial completion of Subcontractor Work. Subcontractor shall require any sub-subcontractors to provide the same additional insured coverage in favor of the Contractor, Owner, and other entities as is required of the Subcontractor.

9.4 CERTIFICATES OF INSURANCE. Before starting any Subcontract Work under this Subcontract, Subcontractor shall deliver to Contractor a certificate of insurance evidencing all of the coverages that Subcontractor is required to maintain under this Subcontract and must contain all of the information listed on the sample certificate of insurance in Exhibit A, including (a) name & location of the project, (b) indication that the per project aggregate endorsement applies to Commercial General Liability limits, (c) Contractor, Owner, and other entities (as listed as additional insureds on sample certificate of insurance in Exhibit A) listed as additional insureds on all policies except workers compensation using ISO endorsements CG 20101001, CG 20371001 and CA 20 48, or

equivalent coverage forms, (d) copies of actual additional insured endorsements attached to certificate, (e) the following wording shall appear on the certificate: "Any coverage afforded the additional insureds under the above policies shall be primary to and will not seek contribution from any other insurance available to the additional insureds where the additional insured is a named insured" and (f) any other coverage or policy clarification as indicated on sample certificate of insurance in Exhibit A. Subcontractor shall furnish such certificate(s) as are necessary to confirm the required coverages and provisions through the completion of the Subcontract Work, and for one year after substantial completion of the Subcontract Work.

9.5 WAIVER OF RIGHTS. Subcontractor agrees to waive all rights (including but not limited to insurers' rights of subrogation) against the Contractor, Owner, the Owner's architect or engineer, the consultants, agents, and employees of any of them, separate contractors, and all other subcontractors for loss or damage to the extent covered by Builder's Risk or any other property insurance, except such rights as it may have to the proceeds of such insurance.

9.6 BUILDER'S RISK INSURANCE

9.6.1 It is the Subcontractor's responsibility to determine the extent of the property insurance coverage for the Subcontractor's Work as defined in the Prime Contract between the Owner and Contractor. Upon written request of the Subcontractor, the Contractor shall assist the Subcontractor in obtaining proof of property insurance or Builder's Risk coverage from the Owner or from any other party responsible for providing property insurance on the Subcontractor's Work.

9.6.2 If the Owner or Contractor has not purchased Builder's Risk insurance required under the Prime Contract or Subcontract for the full insurable value of the Subcontract Work, then the Subcontractor may procure such insurance as shall protect the interests of the Subcontractor, its sub-subcontractors, and their subcontractors in the Subcontract Work. In such case the Contractor subsequently shall enter into an appropriate Subcontract change order reimbursing Subcontractor for the cost of such additional insurance.

9.6.3 If not covered under the Builder's Risk policy of insurance or any other property or equipment insurance required by the Prime Contract or Subcontract Agreement, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for portions of the Subcontract Work stored off the site or in transit, when such portions of the Subcontract Work are to be included in an application for payment under Article 12.2.6.

9.6.4 Any deductible amounts applicable within the property insurance on the Work shall be apportioned in

accordance with the terms and conditions of the Prime Contract between Owner and Contractor. In the absence of specific conditions, the deductible shall be borne by the Contractor, Subcontractor and supplier in direct proportion as their individual losses bear to the total loss in any one claim.

ARTICLE 10 INDEMNIFICATION

10.1 To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and hold harmless the Contractor, Owner, and Architect/Engineer, and their agents, architects, engineers, consultants, directors, officers, and employees, from and against any claims, losses, costs, and damages arising from: (a) any negligent acts or omissions of the Subcontractor or its employees or anyone for whose acts the Subcontractor may be liable with respect to the Subcontract Work or any activities relating to the Subcontract Work or this Subcontract; or (b) a breach of this Subcontract by the Subcontractor. The duty to indemnify and hold harmless shall be limited to the extent of the negligence or breach of contract by Subcontractor and those for whose acts it may be liable with respect to the Subcontract Work.

10.1.1 As a supplement to the foregoing indemnification provision, and to the fullest extent permitted by law, the Subcontractor also agrees to defend, indemnify, and hold harmless Contractor and Owner from any claims, losses, costs, and damages that either Contractor or Owner incurs as the result of (a) Contractor's or Owner's own negligent acts or omissions in failing to properly supervise, inspect, detect deficiencies in, or approve the Subcontractor Work, or Subcontractor's work area, or the work areas of anyone for whose acts the Subcontractor may be liable, or (b) any alleged violation of any Safe Place Statute duties required of the Owner or Contractor with respect to the Subcontractor's employees or employees of any sub-subcontractor to Subcontractor.

10.2 In claims against Contractor, Owner, or Architect by an employee of the Subcontractor or anyone for whose acts the Subcontractor may be liable, the indemnification obligation in Paragraph 10.1 and 10.1.1 shall not be limited or reduced by a limitation on the amount or type of damages, compensation or other benefits payable by or for the Subcontractor, or any sub-subcontractor to Subcontractor, under workers' compensation acts or any other employee benefits acts.

ARTICLE 11 CHANGES

11.1 CHANGES

11.1.1 SUBCONTRACT CHANGE. A Subcontract Change is any change in the Subcontract Work within the general scope of the Subcontract including a

change in the drawings, specifications, or technical requirements of the Subcontract and an associated change in the Schedule of Work. When the Contractor orders a Subcontract Change in writing, the Subcontractor, without nullifying this Subcontract, shall perform such Subcontract Change. The change to the Subcontract and associated adjustments in the Subcontract Price and Subcontract Time, if any, resulting from such changes shall be set forth in a Subcontract Change Order or a Subcontract Construction Change Directive. No such adjustments shall be made for any changes performed by the Subcontractor that have not been ordered by the Contractor. Changes to Subcontract Time shall be set forth in the Schedule of Work, as indicated in Article 4 above.

11.1.2 CHANGE ORDER. A Subcontract Change Order is a written instrument prepared by Contractor to make a record of a Subcontract Change, including any associated adjustments in Subcontract Price and Subcontract Time.

11.1.3 SUBCONTRACT CONSTRUCTION CHANGE DIRECTIVE. A Subcontract Construction Change Directive is a written instrument prepared and signed by the Contractor directing a change in the Subcontract Work and stating a proposed associated adjustment, if any, in the Subcontract Price and Subcontract Time. A Subcontract Construction Change Directive shall be used in the absence of agreement on the terms of a Subcontract Change Order.

The Subcontractor shall comply with all Subcontract Construction Change Directives received from the Contractor and perform the required changes in the Subcontract Work in a prompt and expeditious manner. The Subcontractor shall evaluate the proposed adjustment in the Subcontract Price if any, as set forth in the Subcontract Construction Change Directive and respond, in writing, to the Contractor stating the Subcontractor's acceptance or rejection of the proposed adjustment and the reasons therefor.

The Subcontractor may agree to the Subcontract Construction Change Directive and the terms of the proposed adjustment, if any, by signing the Subcontract Construction Change Directive and returning it to the Contractor.

11.1.4 ADJUSTMENT IN SUBCONTRACT PRICE. Where the Contractor issues a Construction Change Directive, an adjustment in the Subcontract Price shall be the Subcontractor's net cost plus a 10% markup for both overhead and profit, unless the Prime Contract provides for a different price or method for compensation.

11.1.5 SUBSTANTIATION OF ADJUSTMENT. The Subcontractor's quote for the adjustment in the Subcontract Price shall be substantiated with

quantities, hours, hourly rates, material invoices, etc., in sufficient detail for the Contractor to determine the reasonableness of the amount requested.

11.1.6 INCIDENTAL CHANGES IN THE SUBCONTRACT WORK. The Contractor may direct the Subcontractor to perform incidental changes in the Subcontract Work that do not involve adjustments in the Subcontract Price or Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract. The Contractor shall initiate an incidental change in the Subcontract Work by issuing a written Subcontract Work Order to the Subcontractor. Such written Subcontract Work Orders shall be carried out promptly and are binding on the parties.

ARTICLE 12 PAYMENT

12.1 GENERAL PROVISIONS

12.1.1 SCHEDULE OF VALUES. Within twenty (20) calendar days from the date of execution of the Subcontract Agreement, the Subcontractor shall prepare and submit to the Contractor a Schedule of Values apportioned to the various divisions or phases of the Subcontract Work. Each line item contained in the Schedule of Values shall be assigned a monetary price such that the total of all such items shall equal the Subcontract Price. Such Schedule of Values shall account for any reasonable instructions or guidance from Contractor regarding the apportionment, and shall be prepared in such detail as may be required by the Contractor and supported by such documents and proof as the Contractor may require.

12.1.2 PAYMENT USE AND VERIFICATION. The Subcontractor is required to pay for all labor, materials, and equipment used in the performance of the Subcontract Work through the most current period applicable to progress payments received from the Contractor. Reasonable evidence, satisfactory to the Contractor, may be required to show that all obligations relating to the Subcontract Work are current before releasing any payment due on the Subcontract Work. If required by the Contractor, before final payment is made for the Subcontract Work, the Subcontractor shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontract Work, have been paid or otherwise satisfied as set forth in Paragraph 12.3.2. The Contractor shall have the right at all times to contact the Subcontractor's subcontractors, suppliers, workforce representatives, fringe benefit funds, and other persons or entities entitled to payment from Subcontractor to insure that they are being paid by the Subcontractor for labor and materials furnished for use in performing the Subcontract Work.

12.1.3 PAYMENT NOT ACCEPTANCE. Payment to the Subcontractor does not constitute or imply acceptance of any portion of the Subcontract Work.

12.2. PROGRESS PAYMENTS

12.2.1 APPLICATIONS. Subcontractor's applications for payment shall be itemized and supported by the Subcontractor's Schedule of Values. Subcontractor shall use the Application for Payment forms provided by the Contractor.

12.2.2. PARTIAL LIEN WAIVERS AND AFFIDAVITS. Contractor may provide partial lien waiver forms with each payment. Subcontractor is to sign lien waivers in a form acceptable to Contractor and Owner and return to Contractor in a timely manner. Upon request, Subcontractor shall provide lien waivers of its subcontractors and material suppliers prior to payment.

12.2.3. REJECTION OF SUBCONTRACTOR'S PAYMENT APPLICATION. The Contractor may reject a Subcontractor payment application or nullify a previously approved Subcontractor payment application, in whole or in part, as may reasonably be necessary to protect the Contractor from loss or damage based upon:

- (a) the Subcontractor's failure to perform the Subcontract Work as required by the Subcontract;
- (b) loss or damage arising out of or relating to the Subcontract and caused by the Subcontractor to the Owner, Contractor or others;
- (c) the Subcontractor's failure to properly pay for labor, materials, equipment, or supplies furnished in connection with the Subcontract Work;
- (d) rejected, nonconforming, or defective Subcontract Work that has not been corrected in a timely fashion;
- (e) reasonable evidence of delay in performance of the Subcontract Work such that the Subcontract Work shall not be completed within the Subcontract Time, and that the unpaid balance of the Subcontract Price is not sufficient to offset the liquidated damages or actual damages that may be sustained by the Contractor as a result of the anticipated delay caused by the Subcontractor;
- (f) reasonable evidence demonstrating that the unpaid balance of the Subcontract Price is insufficient to cover the cost to complete the Subcontract Work;

- (g) third party claims involving the Subcontractor or reasonable evidence demonstrating that third party claims are likely to be filed unless and until the Subcontractor furnishes the Contractor with adequate security in the form of a surety bond, letter of credit, or other collateral or commitment which are sufficient to discharge such claims if established.

The Contractor shall give notice to the Subcontractor, at the time of disapproving or nullifying an application for payment, of the specific reasons therefor. When the above reasons for disapproving or nullifying an application for payment are removed, payment shall be made for amounts previously withheld.

12.2.4 RETAINAGE/SECURITY. The rate of retainage shall be 10%.

12.2.5 TIME OF APPLICATION. For each progress payment period, the Subcontractor shall submit its progress payment application to the Contractor for the Subcontract Work performed to date no later than the 23rd of the month. To the extent allowed under Paragraph 12.2.6 of this Subcontract Agreement, the Subcontractor may include in its progress payment applications to the Contractor materials and equipment suitably stored at the site or elsewhere for incorporation into the Subcontract Work.

12.2.6 STORED MATERIALS AND EQUIPMENT. Unless otherwise provided in the Subcontract, applications for payment may include materials and equipment not incorporated into the Subcontract Work but delivered to and suitably stored at the site. Applications for payment may include materials and equipment delivered to and suitably stored off site, if allowed under the Prime Contract and properly approved. Approval of payment applications for materials and equipment stored on or off site shall be conditioned on submission by the Subcontractor of bills of sales, supplier invoices to support amount requested, and applicable insurance or such other procedures satisfactory to the Owner and Contractor to establish the proper valuation of the stored materials and equipment, the Owner's title to such materials and equipment, and to otherwise protect the Owner's and Contractor's interests herein, including transportation to the site.

12.2.7 TIME OF PAYMENT. Progress payments to the Subcontractor for satisfactory performance of the Subcontract Work may be delayed no later than seven (7) calendar days after receipt by the Contractor of payment from the Owner for the Subcontract Work (pay when paid).

12.3 FINAL PAYMENT

12.3.1 APPLICATION. Upon acceptance of the Subcontract Work by the Contractor, and upon the

Subcontractor furnishing evidence of fulfillment of the Subcontractor's obligations in accordance with the Subcontract, the Contractor shall incorporate the Subcontractor's application for final payment into the Contractor's next application for payment to the Owner without delay, or notify the Subcontractor if there is delay and the reasons therefor.

12.3.2 REQUIREMENTS. Before the Contractor shall be required to incorporate the Subcontractor's application for final payment into the Contractor's next application for payment to the Owner, the Subcontractor shall furnish to the Contractor:

- (a) if required by the Subcontract, an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work for which the Owner or its property or the Contractor or the Contractor's surety might in any way be liable, have been paid or otherwise satisfied;
- (b) consent of the Subcontractor's surety to final payment, if required;
- (c) satisfaction of closeout procedures as may be required by the Subcontract;
- (d) certification that insurance required by the Subcontract remain in effect beyond final payment pursuant to this Subcontract Agreement is in effect and shall not be canceled or allowed to expire without at least thirty (30) calendar days written notice to the Contractor, unless a longer period is stipulated in the Subcontract; and
- (e) other data if required by the Contractor, such as receipts, releases, and waivers of liens effective upon payment to the extent and in such form as may be designated by the Contractor. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor.

12.3.3 TIME OF PAYMENT. Final payment of the balance due of the Subcontract Price, may be delayed until seven (7) calendar days after receipt by the Contractor of final payment from the Owner for such Prime Contract Subcontract Work (pay when paid).

12.4 BOND AND MECHANIC'S LIEN RIGHTS. In the event that any applicable law, statute, regulation or bond requires Subcontractor to take any action prior to the expiration of the reasonable time for payment referenced in Paragraphs 12.2.7 and in order of preserve or protect the Subcontractor's rights, if any, with respect to mechanic's liens or bond claims, then the Subcontractor may take that action prior to the expiration of the reasonable time for payment and such action shall not be in violation of this Subcontract nor

considered premature for purposes of preserving and protecting the Subcontractor's rights.

12.5 PAYMENT ADJUSTMENTS. Subcontractor agrees that Contractor may withhold full or partial payment from the Subcontract Price, for any of the following reasons: (a) Subcontractor's failure to complete all punch list items, turnover packages and closeout documentation designated by Contractor or Owner, (b) defective Subcontract Work not immediately remedied by Subcontractor (including defects discovered by Contractor or Owner subsequent to final payment), (c) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment, or the failure to obtain or deliver lien releases in recordable form, (d) damage to the Subcontract Work, or work or property of the Contractor, another contractor, subcontractor, or adjacent landowners, (e) failure to carry out the Subcontract Work in accordance with this Subcontract Agreement (f) any liens filed against the Project, (g) other breaches of this Subcontract by Subcontractor, (h) failure to promptly correct any warranty-related defects, (i) the suspension or termination for cause of Subcontractor, or (j) any claims by Contractor/Owner against the Subcontractor or its sub-subcontractors. Contractor may also withhold payment if the Owner does not accept Subcontractor's Subcontract Work. If Subcontract Work is deficient, Contractor may use its own forces to complete the Subcontract Work and backcharge Subcontractor for the cost of this Subcontract Work.

ARTICLE 13 CLAIMS

13.1 CLAIMS

13.1.1 CLAIM. A claim is a demand or assertion made in writing by the Contractor or the Subcontractor seeking an adjustment in the Subcontract Price and/or Subcontract Time, an adjustment or interpretation of the Subcontract terms, or other relief arising under or relating to this Subcontract, including the resolution of any matters in dispute between the Contractor and Subcontractor in connection with the Project.

13.1.2. CLAIMS RELATING TO OWNER. The Subcontractor agrees to make all claims against the Contractor for which the Owner is or may be liable in the same manner and within the time limits provided in the Prime Contract for like claims by the Contractor against the Owner and in sufficient time for the Contractor to make such claims against the Owner in accordance with the Contract. Contractor in its sole discretion may elect to submit such a claim to Owner. Subcontractor shall have no recourse against Contractor for any failure to submit or pursue such a claim against Owner. If Contractor does not submit such a claim to Owner, or if the disposition of such a claim by Owner is not acceptable to Subcontractor, then the claim shall be considered unresolved and

Subcontractor may pursue its rights (if any) with respect to the claim against Contractor, under the Dispute Resolution provisions of this Subcontract.

13.1.3 CLAIMS RELATING TO CONTRACTOR. The Subcontractor shall give the Contractor written notice of all claims within seven (7) calendar days of the date when the Subcontractor knew of the facts giving rise to the event for which claim is made; otherwise, such claims shall not be valid.

13.1.4 UNRESOLVED CLAIMS, DISPUTES AND OTHER MATTERS. All unresolved claims, disputes and other matters in question between the Contractor and Subcontractor, not relating to claims included in Paragraph 3.14, shall be resolved in the manner provided in Article 14 herein.

13.2 ADDITIONAL SERVICES RENDERED OR MATERIALS FURNISHED BY CONTRACTOR. The Contractor agrees that, except as otherwise provided in this Subcontract, no claim for additional services rendered or materials furnished to the Subcontractor shall be valid unless the Contractor gives the Subcontractor:

- (a) Notice prior to the furnishing of the services and/or materials, except in an emergency affecting the safety of persons or property; and
- (b) Written compilations of the charges relating to such services or materials within sixty (60) days after the services are rendered or materials furnished.

ARTICLE 14 DISPUTE RESOLUTION

14.1 INITIAL DISPUTE RESOLUTION. If a dispute arises out of or relates to this Subcontract, or the breach thereof, the parties may endeavor to settle the dispute first through direct discussions. If the dispute cannot be settled through direct discussions, the parties may endeavor to settle the dispute by mediation, by a mediator agreeable to both parties, before recourse to arbitration. Unless the parties agree otherwise, the mediation shall be conducted in accordance with the Construction Mediation Rules of the American Arbitration Association. Mediation shall be commenced within the time limits for arbitration stipulated in the Subcontract. The time limits for initiating any subsequent arbitration shall be extended for the duration of the mediation process plus fourteen (14) calendar days, or as otherwise provided in the Subcontract. Issues to be mediated are subject to the exceptions in Paragraph 14.3 for arbitration. The location of the mediation shall be the same as the location for arbitration identified in Paragraph 14.2.

14.2 AGREEMENT TO ARBITRATE. All claims, disputes, and other matters in question arising out of, or

relating to this Subcontract Agreement or the breach thereof, shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association then in force or by legal action in Wisconsin State Court (Rock County), at the option of the Contractor to choose arbitration or legal action. For projects outside of Wisconsin, the parties agree that all claims, disputes and other matters in question arising out of, or relating to this Subcontract Agreement or the breach thereof, shall be decided by arbitration in accordance with Construction Industry Arbitration Rules of the American Arbitration Association then in force. If the parties cannot agree on the choice of an arbitrator, the parties shall use the American Arbitration Association to conduct any arbitration. Any arbitration shall be held in Rock County, Wisconsin. Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereto. The fee, if any, of the arbitrator(s), shall be shared equally by both parties. Notwithstanding other provisions in this Subcontract, or choice of law provisions to the contrary, any arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., which shall not be superseded or supplemented by any other arbitration act, statute or regulation.

14.3. CONSOLIDATION. The Subcontractor agrees that any arbitration instituted under this Article 14 may, at the Contractor's election, be consolidated with any other arbitration proceeding involving a common question of fact or law between the Contractor and any other subcontractor(s) performing work in connection with the Contract. In any dispute concerning the application of this Paragraph 14.3, the question of arbitrability shall be decided by the appropriate court and not by arbitration.

14.4 NOTICE OF DEMAND. Notice of demand for arbitration shall be filed in writing with the other party to this Subcontract. The demand for arbitration shall be made as required in the Subcontract or within a reasonable time after written notice of the claim, dispute or other matter in question has been given, but in no event shall it be made when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

14.5 AWARD. Any award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Federal Arbitration Act in any court having jurisdiction.

14.6 WORK CONTINUATION AND PAYMENT. The Subcontractor shall carry on the Subcontract Work and maintain the Schedule of Work pending final resolution of a claim including arbitration or legal action, unless the Subcontract has been terminated or the Subcontract Work suspended as provided for in the Subcontract, or the parties otherwise agree in writing to

a partial or total suspension of the Subcontract Work. If the Subcontractor is continuing to perform in accordance with the Subcontract, the Contractor shall continue to make payments as required by the Subcontract.

14.7 ATTORNEY'S FEES. Should either party engage an attorney to institute suit or demand arbitration to enforce any of the provisions hereof, to protect its interest in any manner arising under this Subcontract, or to recover on a surety bond furnished by the Subcontractor, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, charges, and expenses expended or incurred therein.

TERMINATION AND SUSPENSION; BANKRUPTCY

15.1 SUSPENSION BY CONTRACTOR

15.1.1 If Owner suspends the work of Contractor under the Prime Contract; Contractor may suspend the performance of the Subcontract or any portion thereof for a period of not more than 90 consecutive days, by giving notice in writing to Subcontractor of such suspension. Subcontractor shall resume the Subcontract Work when instructed by Contractor to do so. Subcontractor shall be granted an adjustment in the Subcontract Price or an extension of the Subcontract Time, or both, directly attributable to any such suspension only to the extent that Contractor receives an adjustment of the Prime Contract price or the Prime Contract time for the Subcontractor's proportionate share of work under the Prime Contract.

15.1.2 Contractor may suspend the Subcontract Work for a period of not more than 90 days, or to the extent permitted by the progress schedule or any express provision of the Subcontract, for Contractor's own purposes.

15.2 TERMINATION BY CONTRACTOR FOR CAUSE

15.2.1 If Subcontractor is in material breach of the Subcontract, Contractor may terminate the Subcontract after giving Subcontractor three days written notice of Contractor's intent to terminate. Material breaches of the Subcontract include but are not limited to the following: Subcontractor's failure to perform the Subcontract Work in conformance with the requirements of the Subcontract Documents; Subcontractor's refusal or failure to supply enough properly skilled workers, proper materials, maintain progress according to the Schedule of Work, or meet the Subcontract Time requirements; Subcontractor's failure to make prompt payment to its workers (including fringe benefits and payroll taxes), its subcontractors, or its suppliers; and Subcontractor's disregard of laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction. Upon termination of the Subcontract, Contractor may:

- (a) Exclude Subcontractor from the site, and take possession of the Subcontract Work and of all Subcontractor's tools, appliances, construction equipment, and machinery at the site, and use the same to the full extent they could be used by Subcontractor.
- (b) Take possession of and incorporate in the Subcontract Work all materials and equipment for which Contractor has paid Subcontractor, whether at the site or stored elsewhere; and
- (c) Complete the Subcontract Work as Contractor may deem expedient.

15.2.2 If Contractor has terminated the Subcontract for cause, Subcontractor shall not be entitled to receive any further payment until the Subcontract Work is completed. If the unpaid balance of the Subcontract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, all court or arbitration or other dispute resolution costs, and reasonable overhead and profit attributable to completion of the Subcontract Work) sustained by Contractor arising out of or relating to completing the Subcontract Work, such excess will be paid to Subcontractor. If such claims, costs, losses, and damages exceed such unpaid balance, Subcontractor shall pay the difference to Contractor. When exercising any rights or remedies under this paragraph, Contractor shall not be required to obtain the lowest price for the Subcontract Work performed.

15.2.3 The Subcontract will not be terminated if Subcontractor corrects its failure to perform in the three days following receipt of the notice of Contractor's intent to terminate. If the Subcontractor fails to cure in the three days after receipt of said notice, the Subcontract shall be deemed terminated.

15.2.4 Where Subcontractor's services have been terminated for cause by Contractor, the termination will not affect any rights or remedies of Contractor against Subcontractor then existing or which may thereafter accrue. Any retention or payment of money due Subcontractor by Contractor will not release Subcontractor from liability.

15.2.5 If Subcontractor has provided a performance bond, the notice of intent, default, and termination procedures (if any) of that bond shall supersede any conflicting procedures in this Paragraph 15.2, and Contractor may satisfy its procedural obligations by complying with the superseding performance bond requirements.

15.3 TERMINATION OR REJECTION OF SUBCONTRACT BY OWNER. The Contractor may terminate the Subcontract if the Owner terminates the Prime Contract (or a part of the Prime Contract affecting

the Subcontract), or if Owner rejects the Subcontract in accordance with the terms of the Prime Contract. For purposes of payment of Subcontractor, such a termination shall be treated as a termination for convenience if it is not attributable to any default or breach by Subcontractor, and as a termination for cause if it is so attributable.

15.4 TERMINATION BY CONTRACTOR FOR CONVENIENCE. Upon seven days written notice to Subcontractor, Contractor may, without cause and without prejudice to any other right or remedy of Contractor, terminate the Subcontract. In such case, Subcontractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination, and Subcontractor shall be paid for the following (without duplication of any items):

- (a) Completed and acceptable Subcontract Work executed in accordance with the Subcontract prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Subcontract Work;
- (b) Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Subcontract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) Reasonable expenses directly attributable to termination.

15.5 TERMINATION BY SUBCONTRACTOR. If Contractor fails to pay Subcontractor within 60 days after Owner has paid Contractor an amount due and owing to Subcontractor, or if more than 180 days have passed since Subcontractor's submittal of an uncontested pay application, then Subcontractor may terminate the Subcontract by giving notice to Contractor. Subcontractor shall be entitled to be paid all amounts due and owing, and, to the extent not already compensated, for the following (without duplication of any items):

- (a) completed and acceptable Subcontract Work executed in accordance with the Subcontract prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Subcontract Work;
- (b) expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Subcontract in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
- (c) reasonable expenses directly attributable to termination.

15.6 BANKRUPTCY

15.6.1 TERMINATION ABSENT CURE. If Subcontractor files a petition under the Bankruptcy Code, has a petition filed against it under the Bankruptcy Code (or any state equivalent such as Chapter 128 of the Wisconsin Statutes), has or seeks the appointment of a receiver, or is insolvent, this Subcontract shall terminate if the Subcontractor or the Subcontractor's trustee rejects the Subcontract or, if there has been a default, the Subcontractor is unable to give adequate assurance that the Subcontractor will perform as required by this Subcontract or otherwise is unable to comply with the requirements for assuming this Subcontract.

15.6.2 INTERIM REMEDIES. If the Subcontractor is not performing in accordance with the Schedule of Work at the time a petition in bankruptcy (or any state equivalent such as Chapter 128 of the Wisconsin Statutes), or a request for receivership is filed or is filed against it, or at any subsequent time, the Contractor, while awaiting the decision of the Subcontractor, receiver, or its trustee to reject or to assume this Subcontract and provide adequate assurance of its ability to perform hereunder, may avail itself of such remedies under this Article as are reasonably necessary to maintain the Schedule of Work. The Contractor may offset against any sums due or to become due the Subcontractor under the Subcontract all costs incurred in pursuing any of the remedies provided hereunder, including, but not limited to, reasonable overhead, profit, and attorneys' fees. The Subcontractor shall be liable for the payment of any amount by which such expense may exceed the unpaid balance of the Subcontract Price.

15.7 STOPPAGE OF WORK. Should the Owner order the Contractor in writing to stop the performance of the Prime Contract or any portion which affects the Subcontract Work due to any act or omission of the Contractor, or any other person or entity for whose acts or omissions to the Contractor may be liable, then the Contractor shall so notify the Subcontract in writing and upon written notification the Subcontractor shall stop that portion of the Subcontract Work as ordered by the Contractor.

15.8 CONTINGENT ASSIGNMENT OF SUBCONTRACT. The Contractor may assign this Subcontract to the Owner if required to do so under the Prime Contract. The assignment shall be effective only when the Owner: (a) has terminated the Prime Contract for cause, and (b) has accepted the assignment by notifying the Subcontractor in writing. The contingent assignment is subject to the prior rights of a surety that may be obligated under the Contractor's bond, if any. Subcontractor hereby consents to such assignment and agrees to be bound to the Owner, as assignee, by the terms of this Subcontract.

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SECTION 00 61 00
BONDS

1.1 Description

- A. If requested by Rock County or the Construction Manager, subcontractor shall furnish a 100% Performance and Payment Bond and a 100% Labor and Material Bond made in favor of the Construction Manager and Rock County for the awarded work categories at the time the subcontract is executed, excluding responsibility for materials purchased directly by the Owner. The cost of said bonds should be identified as a separate added cost on the bid form.

1.2 Procedure

- A. Subcontractor shall have its surety company execute the performance and payment bonds.
- B. The surety on the bonds shall be licensed to do business in the State of Wisconsin. The surety shall be listed by the U.S. Treasury Department as accepted for bonding Federal projects and the bond amount must be within the limit set by the Treasury Department as the maximum amount allowed on any single contract.
- C. The surety's attorney-in-fact signing the bonds shall attach a current and valid certified copy of his power of attorney to each of the bonds.
- D. Each bond shall be in a sum equal to 100% of the subcontract price.
- E. Each bond shall be dated the same date as the subcontract agreement.
- F. The subcontractor shall return three properly executed copies of the performance and payment bonds to the Construction Manager as stated in paragraph 1.1 titled description.
- G. Each subcontractor shall post the Construction Manager subcontract number on the upper right hand corner of the Performance Bond and the Labor and Material Payment Bond.

SUBCONTRACT PERFORMANCE BOND

Any singular reference to Principal, Surety, Oblige or other party shall be considered plural where applicable:

PRINCIPAL (SUBCONTRACTOR)

Name and Address:

SURETY

Name and Address of Surety Company Office:

OBLIGEE (CONTRACTOR)

J.P. Cullen & Sons, Inc.
PO Box 5957
Janesville, WI 53547-5957

SUBCONTRACT

Date:
Amount:
Description of Project:

BOND

Date (Not earlier than Subcontract Date):
Penal Amount:

SUBCONTRACTOR AS PRINCIPAL:

Company: _____

(corporate seal)

Signature: _____
Name and Title: _____

Witness: _____
(Any additional signatures appear on page attached)

SURETY:

Company: _____

(corporate seal)

Signature: _____
Name and Title: _____

Witness: _____

FOR INFORMATION ONLY

AGENT or BROKER:
(Name, Address and Telephone)

Articles

1. **SCOPE OF BOND.** The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Obligee for the performance of the Subcontract, which is incorporated in this bond by reference. The Surety's total obligation shall not exceed the penal amount of this bond, except if Surety fails to remedy the Principal's default in accordance with Paragraph 4. If Surety fails to remedy the Principal's default in accordance with Paragraph 4, then Surety shall pay Obligee all attorneys' fees and costs incurred by Obligee in enforcing surety's obligations hereunder, and such obligation shall be in addition to and not a part of the penal amount of this bond.
2. **EFFECT OF OBLIGATION.** If the Principal performs the Subcontract, then this bond shall be null and void; otherwise it shall remain in full force and effect.
3. **ALTERATION NOTICE WAIVER.** The Surety hereby waives notice of any alteration or extension of the Subcontract, including but not limited to the Subcontract price and/or time, made by the Obligee. This waiver shall not apply to the time for suit provided by paragraph 6 hereunder.
4. **PRINCIPAL DEFAULT.** Whenever the Principal shall be, and is declared by the Obligee to be, in default under the Subcontract for the Obligee not having performed its obligations in the Subcontract, the Surety shall meet with the Obligee not later than seven (7) calendar days after receiving the Obligee's written notice of default to discuss whether the Surety will timely and without delay to the project (i) remedy the default immediately, (ii) Complete the Subcontract Work, or (iii) pay Obligee the cost incurred and to be incurred for completing the Subcontract Work. If Surety has not remedied the default, within fifteen (15) calendar days following receipt of such written declaration of default, Surety shall:
 - 4.1 **COMPLETE THE SUBCONTRACT.** Complete the Subcontract in accordance with its terms and conditions; or
 - 4.2 **OBTAIN NEW CONTRACTOR(S).** Obtain a bid or bids formally, informally or negotiated for completing the Subcontract Work in accordance with the Subcontractor's terms and conditions, and upon determination by the Surety of the lowest responsible bidder, or negotiated proposal, or, if the Obligee elects, upon determination by the Obligee and the Surety jointly of the lowest responsible bidder, or negotiated proposal, arrange for a contract between such party and the Obligee. The Surety will make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price. The cost of completion includes responsibilities of the Principal for correction of defective work and completion of the Subcontract; the Obligee's legal and design professional costs resulting directly from the Principal's default, and; liquidated damages or actual damages if no liquidated damages are specified in the Subcontract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Obligee to the Principal under the Subcontract and any amendments to it, less the amount properly paid by the Obligee to the Principal; or

- 4.3 **PAY OBLIGEE.** Determine the amount for which it is liable to the Obligee and pay the Obligee that amount as soon as practicable; or
- 4.4 **DENY LIABILITY.** Deny its liability in whole or in part and notify and explain to the Obligee the reasons why the Surety believes it does not have responsibility for this liability.

During the period of Surety's investigation allowed in Paragraph 4, Obligee shall have the right, but not the obligation, to perform and/or correct Principal's Subcontract Work. Any costs incurred by Obligee shall be deducted from the balance of the Subcontract Price. Surety's liability under this Bond shall not exceed, in the aggregate, the penal amount of this Bond, as adjusted pursuant to Paragraph 2 above.

- 5. **TIME FOR SUIT.** Any suit under this bond must be instituted before the expiration of two (2) years from the date of substantial completion as established by the contract documents.
- 6. **RIGHT OF ACTION.** No right of action shall accrue on this bond to or for the use of any person or entity other than the Obligee named herein, its heirs, executors, administrators or successors.

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SECTION 00 65 00
CERTIFICATE OF INSURANCE

1.1 Description

- A. Subcontractor shall, when issued notice to proceed, either verbal or written, and/or a letter of intent, and before starting work on this project, submit the required Certificate of Insurance.

1.2 Procedure

- A. Subcontractor shall have its insurance company and/or agent use the ACORD Certificate of Insurance form ONLY.

- B. The certificate holder shall read:

Construction Manager:
J.P. Cullen & Sons, Inc.
330 E Delavan Dr.
Janesville, WI 53547

Architect:
Venture Architects
212 N 25th St.
Milwaukee, WI 53233

Owner:
Rock County
51 S. Main Street
Janesville, WI 53545

- C. The subcontractor will name the Construction Manager, Owner, and Architect as the additionally insured.
- D. The description of operations shall be: a description of the work to be performed by the subcontract.
- E. The subcontractor shall use the ACORD Certificate of Insurance Form. See the Construction Manager's Subcontract in Section 00 50 00 Agreement Forms for the minimum coverages and limits.
- F. Return three (3) completed copies of the Certificate of Insurance to the Construction Manager.
- G. Each subcontractor shall post the Construction Manager subcontract number on the upper right hand corner of the Certificate of Insurance forms.

END OF SECTION

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SECTION 00 70 00
GENERAL CONDITIONS

A. AIA Document A201-2017 – Attached

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Rock County Jail and Law Enforcement Services Expansion
200 East U.W. Highway 14
Janesville, WI 53545

THE OWNER:
(Name, legal status and address)

Rock County Wisconsin
51 S Main St
Janesville WI 53546

THE ARCHITECT:
(Name, legal status and address)

Venture Architects
212 North 25th Street
Milwaukee WI 53233

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12	UNCOVERING AND CORRECTION OF WORK

ADDITIONS AND DELETIONS:

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- 13 MISCELLANEOUS PROVISIONS
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and 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. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the 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 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

§ 2.3.6 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.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the 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.

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, 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. **The Construction Manager is responsible to ensure all construction is in compliance with Drawings and Specifications.**

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of 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 approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner 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.

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

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work 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 14 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 that an equitable adjustment be made 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, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner 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.

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

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

§ 3.10.3 The Contractor shall 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 make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and 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 how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect 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 the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

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

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

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

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

§ 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, 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, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 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, **willful or malicious** 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 Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 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.

§ 4.2 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.

§ 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 promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) 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

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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§ 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 13.4.2 and 13.4.3, whether or not the 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, 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 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 order 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 Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 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.

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

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner 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 for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner 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; and
- 2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 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 any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its 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 or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner 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 notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 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 that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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§ 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. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 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 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the 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 7.3.4 shall be limited to the following:

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

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

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the 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.

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

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the 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 may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

§ 9.3.1 At least 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. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole 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 in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. 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. 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 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 suppliers for labor, materials or equipment;

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

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

§ 9.5.4 If the Architect 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 supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application 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 suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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

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

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

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

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§ 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' 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 shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so 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; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor 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.

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§ 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 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. 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 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, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the 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, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; 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 implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 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. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner 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, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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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 by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance which was present prior to commencement of Work 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, willful or malicious conduct of the party seeking indemnity.

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (20) 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 to the Owner 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

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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 the Contractor 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 (20) 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 to the Contractor 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.

(Paragraphs deleted)

§ 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 and Architect 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 Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the 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

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purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the 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, 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 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 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 or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be

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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 **Wisconsin**. . If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the 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 tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the 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 13.4.3, shall be at the Owner's expense.

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

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

§ 13.4.5 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.

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the 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 reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner 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 or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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- .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 under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of 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 notice from the Owner of such termination for the Owner's convenience, the Contractor shall

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts;

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law including Wis. Stat. Chapter 893, but in any case not more than 10 years after the date of Substantial Completion of

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the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

(Paragraphs deleted)

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision

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Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

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

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties 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.

(Paragraphs deleted)

§ 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.

n shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association with **three arbitrators; each party shall choose one arbitrator and the two chosen arbitrators mutually agree on a third.** The Arbitration shall be conducted **Janesville, Rock County Wisconsin**. 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.

(Paragraphs deleted)

§ 15.4.1.1 A demand for arbitration 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.

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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Additions and Deletions Report for

AIA® Document A201® – 2017

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PAGE 1

Rock County Jail and Law Enforcement Services Expansion
200 East U.W. Highway 14
Janesville, WI 53545

...

Rock County Wisconsin
51 S Main St
Janesville WI 53546

...

Venture Architects
212North 25th Street
Milwaukee WI 53233

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§ 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. **The Construction Manager is responsible to ensure all construction is in compliance with Drawings and Specifications.**

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§ 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~~ **negligent, willful or malicious** 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.

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§ 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 **which was present prior to commencement of Work** 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

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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 or negligence, willful or malicious conduct~~ of the party seeking indemnity.

...

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three ~~(3)~~**(20)** 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 to the Owner 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.

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§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three ~~(3)~~**(20)** 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 to the Contractor 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 Architect and Architect's consultants; and (3) 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 Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section ~~11.3.1~~ shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

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

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

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

...

- 3 ~~repeatedly~~ disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; ~~and the termination fee, if any, set forth in the Agreement.~~

...

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable ~~law,~~ law including Wis. Stat. Chapter 893, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

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~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

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

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

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. ~~Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~

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

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

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3

n shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association with three arbitrators; each party shall choose one arbitrator and the two chosen arbitrators mutually agree on a third. The Arbitration shall be conducted in Janesville, Rock County Wisconsin. 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.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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§ 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.

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

B. AIA Document A133-2019

The AIA133-2019 is available for viewing at the J. P. Cullen & Sons, Inc. office upon written request with twenty-four (24) hour advance notice.

END OF SECTION

SECTION 00 73 05
SPECIAL CONDITIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. These Supplementary Conditions are hereby made a part of every section in this specification and shall be binding upon every Contractor, Sub Contractor and material supplier.

- B. SUMMARY
 - 1. Index:
 - a. Description
 - b. Commencement and Completion
 - c. Cooperation
 - d. Priority
 - e. Cooperation with Public Service Companies
 - f. Measurements
 - g. Substitute Materials
 - h. Design Clarifications
 - i. Warranty
 - j. Asbestos
 - k. Non Discrimination in Employment

1.2 COMMENCEMENT AND COMPLETION

- A. Successful bidder must agree to commence work within five (5) days of date specified in a written Notice to Proceed and fully complete Project on date indicated in this Manual.

- B. Should it be found impossible to complete Work on or before time specified for completion, a written request may be submitted for extension of time setting forth reasons believed to justify granting of such request. If Owner finds that Work was delayed because of conditions beyond control of Contractor, or that quantities of work done or to be done are in excess of estimated quantities by an amount sufficient to warrant additional time, Owner may grant an extension of time for completion as appears reasonable and proper. Extended time for completion shall then be considered as in full force and effect, as if it were original time for completion.

- C. Permitting Work or any part of it to continue after time fixed for its completion, or after date to which time for completion may have been extended, shall in no way operate as a waiver on part of Owner or any of Owner's rights under Contract.

1.3 COOPERATION

- A. General Contractor and all Sub Contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate general progress of Work. Each trade shall afford all other trades every reasonable opportunity for installation of their work and storage of their material.

- B. Inasmuch as building completion within time limit is dependent upon cooperation of those engaged therein, it is required that each Contractor lay out and install their work at a time and in such a manner not to delay or interfere with progress of other Contractors' work.

- C. If any Contractor's work is delayed due to lack of storage facilities or non cooperation of other Contractors, Contractor shall immediately notify Architect in writing who will then notify Contractors involved of their obligation under this Article.

1.4 PRIORITY

- A. In case of close quarters for installation of piping systems and in absence of instructions to contrary, following order of priority shall be followed:
 - 1. Lighting fixtures;
 - 2. Sheet metal ductwork
 - 3. Plumbing work;
 - 4. Mechanical work, including heating and air conditioning
 - 5. Piping
 - 6. Electrical work
 - 7. Control systems

- B. The above list, in descending order, is the precedence assigned the work items for space priority. Recessed light fixtures and space for their installation has first priority, sheet metal ductwork second priority, etc

1.5 COOPERATION WITH PUBLIC SERVICE COMPANIES

- A. When performing Work near public service lines, cables or pipes, Contractor shall notify companies owning same so that they may cooperate to avoid damage or accidents.

1.6 MEASUREMENT

- A. Before ordering materials or doing any work, each Contractor shall verify all measurements at building and shall be responsible for their correctness. No extra compensation will be allowed because of difference between actual dimensions and those indicated on Drawings. Any discovered difference which may be found shall be reported to Architect for consideration before proceeding with Work.

1.7 SUBSTITUTE MATERIALS

- A. When substitutions are bid, they shall be identified by manufacturer, stock number, and other descriptive information to establish equivalencies. Substitutions shall be requested prior to the question cut-off date.

1.8 DESIGN CLARIFICATIONS

- A. The Drawings and Specifications are representative and typical of the quality and type of construction for the Project.

- B. During the bidding process the Contractor shall assume the same quality and level of detail in areas of the building not specifically shown or detailed.

- C. The Contractor shall provide a complete and functional building and complete and functional building systems whether or not fully specified or detailed. If questions arise during construction relating to items not detailed on the architectural or engineering drawings, the Contractor shall submit a "Design Clarifications" document (drawing or statement) illustrating what the Contractor had anticipated in their bid for this particular detail. The "Design Clarification" shall be submitted to the Architect for review.

1.9 WARRANTY (See Article 3.5 of General Conditions)

- A. Contractor shall and hereby does warrant all work and materials called for in this specification, including all work performed by Sub Contractors, for a period of one (1) year from date of final completion of project.

- B. In case of work performed by Sub Contractors and where guarantees are required, secure warranties from said Sub Contractors addressed to and in favor of Owner. Deliver copies of same to Architect upon completion of work.
- C. Delivery of said warranties shall not relieve Contractor from any obligation assumed under any other provisions of Contract.
- D. Nothing herein intends or implies that warranty shall apply to work which has been abused or neglected by Owner or Owners successor in interest.

1.10 ASBESTOS

- A. If, during the construction of this project, work involving friable asbestos is suspected or encountered, the Owner or the Owner's representative shall be notified immediately and the Owner, with its own forces or by separate contract, shall be responsible for complete investigation, removal and disposition of the friable asbestos hazard in accordance with applicable laws and regulations.

1.11 NON-DISCRIMINATION IN EMPLOYMENT

- A. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color or national origin. The aforesaid provision shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non discrimination clause.

END OF SECTION

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SECTION 00 83 00
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

- 1.1 During performance of the work of the contract, the subcontractor will be required to follow an equal employment opportunity program complying with the current rules, regulations, and relevant orders of the Secretary of Labor.
- 1.2 The subcontractor's equal employment opportunity program should be based on the following stipulations, except as otherwise approved in advance by the appropriate governing agency.
- A. There shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion, disability, or national origin. Affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age, religion, disability, or national origin. Such action shall include, but not be limited to, the following:
- (1) Employment, upgrading, demotion, or transfer
 - (2) Recruitment or recruitment advertising
 - (3) Layoffs or terminations
 - (4) Rates of pay or other forms of compensation
 - (5) Selection for training, including apprenticeship
- B. Notices shall be posted in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
- C. All solicitations or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, religion, disability, or national origin.
- D. Subcontractors shall furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto as required by the Construction Manager, for purposes of investigation to ascertain compliance with such rules, regulations, and orders. The subcontractors shall furnish, as requested, copies of their certified payrolls indicating ethnic group of each employee.
- E. In the event of subcontractors' noncompliance with the nondiscrimination clauses of their contracts, or with any of such rules, regulations, or orders, their contracts may be canceled, terminated, or suspended in whole or in part, and they may be declared ineligible for further contracts on governmentally assisted construction work. Other sanctions may be imposed and remedies invoked as provided by the rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- F. The subcontractor shall include the provisions of paragraphs "A" through "E" in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

1.3 Other programs in satisfactory use may be substituted in lieu of the basic program delineated above, subject to the approval of all governmental agencies having jurisdiction.

END OF SECTION

SECTION 01 01 50
USE OF THE PREMISES

1.1 Description

- A. Work included: This section applies to situations in which the subcontractor or his/her representatives including, but not limited to, suppliers, subcontractors, employees, and field engineers, enter the Owner's property.
- B. Related work:
 - 1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 0 and I of these Specifications.

1.2 Site

- A. Truck and equipment access: Must be coordinated with Superintendent.
- B. Parking: Must be coordinated with Superintendent.
- C. Subcontractor's vehicles: Must be coordinated with Superintendent.
- D. Site: Must be coordinated with Superintendent.

END OF SECTION

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SECTION 01 04 00 COORDINATION

1.1 Site and Construction Conditions

- A. Information pertaining to preliminary investigations appears on drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions so indicated are entirely representative of those actually existing or that unanticipated developments may not occur. Subcontractor must put his own interpretation on results of such investigation and shall satisfy himself as to materials to excavated and materials upon which fill or other work may be placed. Where underground services, utilities, structure, etc. are located on drawings or given at site, they are based on available records, but not guaranteed to complete or correct. They are merely given to assist each subcontractor in determining location.
- B. The Owner and their representatives reserve the right to enter the property or site on which the work herein described is to be constructed or installed to perform work as the Owner may desire. Such collateral work will be constructed or installed with as little hindrance or interference as possible and the subcontractors hereby agree not to interfere with, or prevent the performance of such collateral work authorized by the Owner or to claim any extra compensation or damages by delay or hindrance which may be caused by such construction or installation of such collateral work.
- C. Prior to starting construction, the Construction Manager, Architect, or his representative shall check existing curb, city walk, and access at site. Except for work shown to be repaired or replaced as part of contract price, any other work such as curbs, drives, sidewalk to be replaced at this check will be coordinated with the Construction Manager. Other than the above, found damage after this check will be repaired or replaced in accordance with Special Conditions Item E.
- D. Starting of work by the subcontractor implies his acceptance of the work by others. Removal and replacement of work applied to defective surfaces in order to correct defects shall be done at the expense of the Subcontractor who applied work to defective surfaces. The Subcontractor shall notify the Construction Manager and the Architect in writing of discrepancies between existing work and contract documents and defects in surfaces that are to receive this work.
- E. Each subcontractor shall give due notice and proper information to other subcontractors of any special provisions necessary for the placing and setting of his work coming in contact with work of other subcontractors. If the subcontractor fails to give proper notice, they shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.
- F. Subcontractors shall perform work in proper sequence and in relation to that of other subcontractors and as coordinated by the Construction Manager. Mechanical and electrical subcontractors shall fit their work into structure as job conditions may demand. Final decisions as to right-of-way and run of pipes, ducts, etc., shall be made by the Construction Manager at regularly prearranged

meetings with responsible representatives of Architect and subcontractors. Any costs caused by defective or ill-timed work shall be borne by the party responsible for that work.

- G. Each Subcontractor shall obtain complete data at the site and inspect surfaces and areas that are to receive his work before proceeding with his work; shall be solely responsible for accuracy of measurement and laying out of work; shall make good on errors or defects due to faulty measurement taken, information obtained, layout or due to failure to report deficiencies.
- H. Each subcontractor shall be responsible for any required street cleaning made necessary by their respective firms or their suppliers.

1.2 Jurisdictional Disputes

- A. The Construction Manager will endeavor to specify the work under the proper headings so that it will relate to the separate construction trades in accordance with accepted jurisdictional rulings. However, the Construction Manager shall not be responsible for any differences which may arise due to disputes between the trades in this respect. It shall be the responsibility of the subcontractor, working with the trades, to determine which of the trades is to perform any particular part of the work, and the inclusion of any branch under any particular heading in this specification is not to be construed as a directive in any way.

1.3 No Interruption of Occupancy

- A. All work requiring interruption of occupancy shall be approved by and coordinated with the Construction Manager and the Owner.

1.4 Disruption of Existing Services

- A. All work relating to the disruption of existing services shall be coordinated with the Construction Manager and the Owner.
- B. If the Owner should require that a portion of the Work be performed outside of normal working hours, reimbursement shall be made for premium time expenses only, without markup.

1.5 Communications

- A. All subcontractors shall forward all communications to the Construction Manager. Direction given directly to the subcontractor by the Architect and/or Owner will not be considered binding.

1.6 Coordination Drawings

- A. Subcontractors responsible for the items of work located in or above ceilings shall participate in preparation of coordination drawings if required by the Construction Manager

The following, in descending order, is the precedence assigned the work items for space priority. An exception to the precedence listing would be the gravity flow requirements for plumbing, waste and roof drainage.

1. Recessed light fixtures
 2. Ductwork and appurtenances
 3. Plumbing waste and roof drainage
 4. Fire protection (sprinkler system)
 5. HVAC piping
 6. Plumbing vent, water and medical gas piping
 7. Electrical conduit
- B. After award of contracts and prior to start of construction, the Construction Manager will schedule a meeting with the subcontractors responsible for the work items listed above. The purpose of the meeting is to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. Prior to coordination meeting, the HVAC subcontractor will provide to the Construction Manager drawings showing column center lines, interior partition locations, and ceiling heights. The HVAC subcontractor, with reference and consideration to the structural mechanical, electrical, fire protection, plumbing and reflected ceiling plans, will draw, to scale, his proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork will be maintained as tight as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC subcontractor will, in addition, prepare drawings in section view. During this phase of the program, it will be the electrical subcontractor's responsibility to furnish the HVAC subcontractor with recessed lighting installation and clearance requirements. This information will be outlined on the drawings by the HVAC subcontractor.
- D. The ductwork layouts will be produced in sequence as mandated by the project schedule. The earliest area indicated in the schedule will receive the first effort, etc.
- E. When the ductwork drawings for the earliest scheduled area have been completed (time limitation as determined at the initial coordination meeting), the HVAC subcontractor will provide the Construction Manager with one (1) set of sepias for each participant in the effort. The Construction Manager will distribute the sepias to the participating subcontractors for their use in drawing thereon the major components for their proposed installations using the general scheme shown on the contract drawings as a guide.

The major components to be indicated include (but are not limited to):

1. Roof drain leaders
2. Large (3 inches and over) waste piping

3. Sprinkler mains
4. Heating mains
5. Cooling mains
6. Conveying systems
7. Significant conduit runs
8. Cable trays
9. Duct mains and branches

Information delineated will be distance from column center lines, pipe/equipment size and distance from finished floor to bottom of pipe/equipment.

- F. Within a period not to exceed one (1) week after distribution of the drawings, the Construction Manager will schedule a meeting with the participating subcontractors at which time, the drawing will be overlaid to identify areas of conflict. All parties will then cooperate in resolving the conflicts. Records of the agreements will be entered on the HVAC subcontractor's drawings, acknowledged by all participants by signature in a space provided for this purpose, and two (2) blue line copies distributed to all involved parties. All drawing reproduction costs will be borne by the HVAC subcontractor. The above drawing, review and coordination process will be repeated until all areas on the project have been coordinated as determined by the Construction Manager.
- G. In the event a subcontractor fails to cooperate in the coordination program, he will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative subcontractor's installations.
- H. When a change order request is issued, the affected subcontractors shall review the coordination drawings and bring to the attention of the Construction Manager any revisions necessary to the work of others not directly affected by the change order.

END OF SECTION

SECTION 01 04 50 CUTTING AND PATCHING

1.1 Coordination

- A. Each subcontractor shall be responsible for the cutting and patching of all holes and openings through walls and partitions, and all holes and openings through floors, ceilings, and roofs necessary for the installation of their work. If the location for a hole or opening is through a new or existing joist, beam or column, the subcontractor shall notify the Construction Manager who, after consultation with the Architect, will instruct the subcontractor how to proceed.
- B. In the event of a conflict, precedence or priority in installing piping, duct work, conduit, etc., in close quarters shall be determined by the Construction Manager. Subcontractor shall confer and cooperate with other trades providing work in confined areas.
- C. Any costs caused by ill-timed work shall be assigned by the Construction Manager to the responsible subcontractor.

1.2 New or Existing Construction

- A. Each subcontractor shall furnish and install all sleeves, anchors, inserts, supports, caulking, fire safing and insulation required for their openings. Where lintels are required for openings but not shown on the drawings, they shall be provided by the subcontractor requiring the opening for their work.
- B. All cutting shall be carefully done to minimize repair.
- C. Core drill all holes six (6) inches in diameter or smaller, except for holes in post-tensioned slabs. The use of electrical or pneumatic hammers is not permitted unless approved by the Construction Manager. For larger openings, saw-cut outline and break out, exercise care to prevent spalling on reverse sides. Coring machines shall have warning devices indicating contact with steel or other metals. Subcontractor shall secure any local permits or approvals required for the use of cutting or burning torches.
- D. Patching of openings shall include both rough (substrate) and finish surfaces (where already existing). All patching shall be done in a neat and workman-like manner and shall match adjacent surfaces.
- E. Any sprayed fireproofing damaged by cutting or patching shall be repaired or replaced by the responsible subcontractor.
- F. The temporary removal and replacement of ceilings not scheduled for replacement shall be the responsibility of the Subcontractor requiring access.
- G. All removals, relocations, and restorations required for the execution of a subcontractor's work shall be the responsibility of that subcontractor, unless noted otherwise in a specific section of the specifications and/or on the drawings.

- H. Painting of patched areas shall not be required unless noted otherwise in the Room Finish Schedule or elsewhere in the contract documents.
- I. The subcontractor shall be responsible for the cutting and patching of all required beam pockets and slab recesses, for the installation of their work.
- J. Post-tensioned slabs - Written approval must be obtained from the Construction Manager prior to core drilling of post-tensioned slabs. Hole locations are to be laid out, indicating size of hole to be cored, distance from column center lines to center of hole.

END OF SECTION

SECTION 01 05 00
FIELD ENGINEERING

1.1 Description

A. Work included: Provide such field engineering services as are required for proper completion of the work including, but not necessarily limited to:

1. Establishing and maintaining lines and levels.
2. Similar items provided by the subcontractor as part of his means and methods of construction.

1.2 the Construction Manager Responsibilities

- A. Provide datum bench on each floor for use of all subcontractors.
- B. Establish periodic grid lines.

1.3 Subcontractor Responsibilities

- A. Each subcontractor, as it applies to his contract, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to the Construction Manager before commencing work.
- B. Starting of work by subcontractor shall imply his acceptance. Each subcontractor shall be responsible for field measuring existing conditions prior to fabrication of materials and/or equipment, which fit into restrictive spaces.
- C. Each subcontractor will be responsible for his own layout.

END OF SECTION

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Project description
 - 2. Work sequence
 - 3. Contractor's use of site and premises
 - 4. Owner furnished products

1.2 PROJECT DESCRIPTION

- A. Work of this Project (LES/JAIL) is described as additions and renovations to the existing Rock County Jail:
 - 1. General construction: The Rock County Law Enforcement Services and Jail will be demolishing an existing four-story structure and replacing it with more efficient single-story additions. The existing structure to be demolished houses some jail function and some law enforcement services function. The addition for Law Enforcement Services will be constructed on the west end of the existing structure and the jail addition will be to the east. Because all functions need to be remain operational during construction, the additions must be built and occupied before the existing four story building can be demolished.
- B. J.P. Cullen and Sons, Inc. is the Construction Manager for the project.

1.3 WORK SEQUENCE

- A. Coordinate and relay construction schedule and operations updates to the Owner and Construction Manager.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow for:
 - 1. Work by separate contractors.
 - 2. Work by Owner.
 - 3. Owner occupancy.
 - 4. Use of site and adjacent premises by the public.
- B. Move any stored products under Contractor's control that interfere with the operations of the Owner or separate contractors.
- C. Assume full responsibility for protection and safekeeping of products under this Contract stored on site.
- D. Obtain and pay for use of any additional storage or work areas needed for operations.
- E. Coordinate use of site and premises with the Owner:
 - 1. Employee parking: In designated areas.
 - 2. Access to site and premises: As directed by the Owner.
 - 3. Storage and staging areas: Established at the pre-construction meeting.
 - 4. Transport materials and equipment to and from construction area along routes approved by Owner.

- F. Confine operations to construction area unless otherwise approved by Owner.
- G. Prohibit smoking within interior spaces.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not used

END OF SECTION

SECTION 01 15 20
APPLICATION FOR PAYMENT

1.1 Description

- A. Work included: Comply with procedures described in this section when applying for progress payments and final payment under the contract.

1.2 Formal Submittal

- A. If the Construction Manager does not receive a Schedule of Values from the subcontractor within fifteen (15) days after notification, payment may not be made.
- B. The subcontractor Labor Amount shall include all estimated on-site installation costs (including labor, applicable taxes, insurance, fringe benefits, and overhead/profit). Amount shall include all estimated materials and manufactured equipment costs (including delivery costs, taxes, insurance, and overhead/profit). Tools and erection equipment shall be included under the materials/equipment amount and will equal the contract amount.
- C. In each work category, an amount of money shall be included in the Schedule of Values breakdown for warranties and manuals. Submission of these warranties and manuals is a requirement of the contract documents and payment in the assigned amounts identified in the Schedule of Values will not be made to the subcontractor until said warranties and manuals have been received and approved by the Owner, Architect, and the Construction Manager.
- D. The form of Application for Payment shall be a notarized Application for Payment form, supported by AIA documents G703, Continuation Sheet. the Construction Manager shall pay 90% of the amount due the subcontractor on all progress payments.
- E. On or before the 20th day of each calendar month, the subcontractor must submit to the Construction Manager an application for payment. The payment application shall be on typewritten Application for Payment forms that have had the schedule of values previously approved by the Construction Manager. Submit the original application for payment to the Construction Manager.
- F. Each subcontractor shall post the Construction Manager subcontract number in the upper right hand corner of the application for payment forms, lien waiver, invoices, etc. If the Construction Manager subcontract numbers are not included on the above documents, the subcontractor's application for payment may be rejected.
- G. Request for payment involving materials stored off the site will be considered conditional upon the submission of bills of sale, lien waivers, and proof of suitable, bonded storage by the subcontractor. A certificate of insurance for the material listing the Owner and the Construction Manager as additionally insured shall also be submitted with the request for payment.
- H. The material stored off site shall be available for inspection by the Construction

Manager and the Owner on a monthly basis.

- I. Each subcontractor shall pay each of its subcontractors, including material suppliers, for satisfactory performance under its subcontract not later than seven (7) days from receipt of payment out of such amounts as are paid to the subcontractor under this contract.
- J. Reference the following Pay Applications.

**APPLICATION
FOR
PAYMENT**

IMPORTANT BILLING INFORMATION

Please forward this information to your billing department.

BILLING DEPARTMENT

Each invoice (draw) must be accompanied by a fully completed (all three pages) Application for Payment form (copy attached). Scanned copies are accepted, but the notary seal/stamp must be visible.

Each change order must be listed on page 3, individually, as issued. Include a brief description and our R.Q. number for each item.

Applications for Payment must be received by the 23rd of each month. Please email to Accounts Payable (payapps@jpcullen.com).

Following these procedures will ensure timely processing of your applications.

Thank you for your cooperation in this matter.

******Please make extra copies, even if you do not anticipate additional draws.
Our intent is to NOT recreate these forms.******

APPLICATION FOR PAYMENT

TO: J. P. Cullen & Sons, Inc.
P.O. Box 5957
Janesville, WI 53547-5957
P: 608-754-6601
E: payapps@jpcullen.com

FOR: _____
(Project Name)

Contract/P.O.#: # _____ /S# _____

FROM: _____
(Subcontractor Name)

Our Application for Payment # _____

PH: _____

Application Date: _____

EMAIL: _____

Application Amount: \$ _____

INVOICE # _____

For Period Ending: _____

We apply for payment under the contract as follows:

Original Contract Sum: (A) _____

Net Change by Change Order: (B) _____

Contract Sum to Date: (A+B) _____

Work Completed, in place: **(cumulative)** (1) _____

Material Suitably Stored (if any) (2) _____

Gross Amount Due (3)= (1+2) _____

Less: _____ Retainage (4)= (3) x retainage% _____

Amount Due to Date: (5)= (3-4) _____

Less Previous Applications: **(net of retention)** (6) _____

Amount Due this Application: (7)= (5-6) _____

<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Vendor Number		<u>Subcontract A/P Coding Slip</u>	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Job #	<input type="checkbox"/> <input type="checkbox"/> Contract #		
<input type="checkbox"/> Retention Release Y=Yes with amount shown as Invoice Amount.			
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Invoice Date	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Due Date		
<input type="checkbox"/> Invoice Number			
<input type="checkbox"/> Description			
<input type="checkbox"/> Invoice Amount			
<input type="checkbox"/> Retention			
		<input type="checkbox"/>	<input type="checkbox"/>
		Accounting	Approval

Do not write on the coding slip/for Cullen use only.

The undersigned subcontractor hereby states under oath that all monies received for the performance of this contract, whether received previously or to be received now or in the future, shall be and have been used exclusively for labor and material entering into this work, and said monies shall not be and have not been diverted to satisfy obligations of this subcontractor on other contracts or for any other purpose unless and until all payments for labor and material entering into this work have been made, in full, through to the completion of the entire job covered by this contract.

This application accurately reflects the amounts due on date hereof to this subcontractor and accurately reflects all other information inserted on this form.

All previous progress payments received on this job on account of work performed or materials or services provided under the contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior applications for payment under said contract. Title and all rights and interest in the work, materials, and equipment covered by this application for payment, whether incorporated into the project or not, will pass to the owner upon receipt of such payment by the undersigned, free and clear of all liens, claims, security interests, and encumbrances.

All payrolls, wages, union benefits, withholding taxes, bills for materials and equipment, and all other indebtedness connected with subcontractor's work for which the owner or his property or J. P. Cullen & Sons, Inc. or surety might in any way be liable have been paid or otherwise satisfied.

Dated this _____ day of _____, 20____.

(Name of Subcontractor)

By: _____

Signature of: _____

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

Before me this _____ day of _____, 20____, personally appeared _____, known to me, who is being duly sworn, did depose and say that he/she is the _____(Office) of the contractor above-mentioned; that he/she executed the above Application for Payment and statement on behalf of said contractor; and that all of the statements contained herein are true, correct, and complete.

Notary Public
County of _____ State of _____
My Commission Expires: _____

This 3-Page Form May Be Reproduced, But It Must Be Exact

M:\2 payappl4.doc

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing CONTRACTOR'S signed Certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

Subcontractor's Name:
APPLICATION NUMBER:

ARCHITECT'S PROJECT NO:

Item No.	Description of Work (Must list change orders Separately)	Scheduled Value This col. Must Equal Contract	Work Completed		Stored Materials	Total Completed and Stored to Date	Balance to Finish	Retainage
			Previous Applications	This Application				
A	B	C	D	E	F	G (D+E+F)	H (C-G)	I
Must show all totals.								
Subtotal or Total								

PARTIAL WAIVER OF LIEN

Whereas, we the undersigned (**Subcontractor Name**) have contracted with J.P. Cullen & Sons, Inc. to furnish material and perform services, to enter into the erection, construction, alteration and repair of certain improvements, now in progress or about to be begun, upon the following described real estate, situated in the County of County Name, State of State Name, to-wit:

Project Name

City, State

Now, therefore, we the undersigned, for and in consideration of **Payment Amount Dollars and XX/100 – (\$XXX.XX)** acknowledged, do hereby waive and release any and all lien, or claim, or right of lien, on said above described real estate and on all buildings, improvements and appurtenances situated thereon or thereunto belonging, on account of labor, or materials, or both, furnished by the undersigned to or on account of the said J.P. Cullen & Sons, Inc. for said building or premises.

Given under our hand and seal on this DDnd day of Month, 20YY.

Company: **Subcontractor Name**

Signed: _____

FINAL WAIVER OF CONSTRUCTION LIEN

For value received, the undersigned hereby waives all rights on or claims for a lien on the land hereafter described, for any and all work, materials, plans, and specifications made or furnished or to be made or furnished for the improvement of said lands, said improvements being done for Owners Name, Owner, by J.P. Cullen & Sons, Inc., prime contractor, said lands being situated in County Name County, State of State Name, and described as follows:

Project Name

City, State

Date of this Waiver:

Month DD, YYYY

Signed:

Subcontractors Name

Lien waivers are to be returned as soon as possible to:

J.P. Cullen & Sons, Inc.
333 East Delavan Drive
Janesville, WI 53547

END OF SECTION

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SECTION 01 17 00
SAFETY REQUIREMENTS

1.1 Implementation

- A. Each subcontractor is responsible for his/her own safety program in accordance with applicable provisions of the Occupational Safety and Health Act.
- B. Each subcontractor shall be responsible for payment of all fines and/or claims for damages levied against the Construction Manager and/or the Owner for safety deficiencies relating to conduct of subcontractor's work.
- C. Every subcontractor shall comply with all applicable local, state and federal safety and health regulations.
- D. Safety Procedures for Contractors and/or Subcontractors

- 1. As a Subcontractor and employer, you are required by Federal and State Occupational Safety and Health Regulations, Standards, Codes, Rules and Regulations, to provide protection for customers, employees and the public who may come into contact with your operations.

- 2. Employee Safety Orientation and Safety Meetings

Each subcontractor or its subcontractor(s) shall follow OSHA Act 1926.21 (2) requirements that state, "Each employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to its work environment".

- 3. Accident Reports

In the case of an injury to an employee of the subcontractor or its subcontractor(s) requiring treatment in addition to first aid, the employer will furnish the Construction Manager the "First Report of Injury" and a Foreman's Accident Report within 24 hours after the occurrence.

In the case of an accident involving property damage or injury to a person who is not an employee of the contractor, the subcontractor or its subcontractor(s), the Construction Manager will be immediately notified and a Foreman's Accident Report will be submitted within 24 hours after the occurrence.

END OF SECTION

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SECTION 01 17 10
FIRE PRECAUTION AND PROTECTION

1.1 Description

- A. Provide adequate fire protection during the construction process.

1.2 Fire Extinguishers

- A. The Construction Manager will provide and maintain in working order during the entire construction period, fire extinguishers as required and suitable for any possible class or type of fire.
- B. In addition, each subcontractor who maintains an enclosed shed on the premises for storage of materials or as a workshop, or for the convenience of workmen, shall provide and maintain one fire extinguisher for each shed.

1.3 Fire Protection of Construction Activities

Each subcontractor shall:

- A. Provide adequate protection and shielding of workers and materials during welding, flame cutting, sparking devices, etc.
- B. Provide the necessary personnel and fire fighting equipment to effectively control fires resulting from welding flame cutting or other operations involving the use of flame and sparking devices.
- C. Have their Superintendent in charge of the project meet with the Construction Manager to review the entire project on intervals as requested by the Construction Manager to make certain that they adhere to the conditions and requirements set forth herein.
- D. Take all necessary precautions to guard against and eliminate all possible fire hazards in accordance with all fire protection and prevention laws and codes. Also, all necessary precautions shall be taken to prevent damage to any construction work, building materials equipment, temporary field offices, storage sheds and all other property.

END OF SECTION

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SECTION 01 20 00
MEETINGS

1.1 Description

- A. Work included: In order to enable orderly review during progress of the work and to provide for systematic discussion of problems, the Construction Manager will conduct project meetings throughout the construction period.

1.2 Meeting Schedule

- A. Project meetings will be held at times designated by the Construction Manager. Subcontractors shall attend all project meetings required by the Construction Manager and shall furnish regular progress reports on the work and the status of materials and equipment under their contracts. Subcontractors shall send a representative authorized to make binding decisions on behalf of the subcontractor's company to all required meetings.

1.3 Preconstruction Meeting

- A. A preconstruction meeting, if required, will be scheduled after verbal notice to proceed.
 - 1. Authorized representatives of the subcontractor shall attend.
 - 2. The Construction Manager will advise other interested parties, including the Owner and the Architect, and request their attendance.
- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
 - 1. Organizational arrangement of subcontractor's forces and personnel, and those subcontractors, material suppliers, and Architect.
 - 2. Channels of and procedures for communication.
 - 3. Construction schedule, including sequence of critical work.
 - 4. Contract documents, including distribution of required copies of original documents and revisions.
 - 5. Processing of shop drawings and other data submitted to the Construction Manager for submittal to the Architect.
 - 6. Processing of field decisions and change orders.
 - 7. Rules and regulations governing performance of the work.
 - 8. Procedures for security, quality control, housekeeping, and related matters.

1.4 Scheduling Meetings for Pre-Job Planning

1.5 Bi-weekly Progress Meetings

- A. Bi-weekly shall be held at the job site. The Construction Manager shall update the CPM schedule to reflect the current status of the project. During the presentation the Construction Manager will specifically address those critical area(s) of concern as determined by the schedule update where immediate action by the subcontractors is required.

To the maximum extent practical, assign the same person or persons to represent the subcontractor at project meetings throughout the progress of the work. Subcontractors, material suppliers, and others may be invited to attend those project meetings in which their aspect of the work is involved.

- B. Agenda for progress meetings shall be as follows:

1. Additions/Corrections
2. Schedule
3. Safety
4. Shop drawing status
5. Changes
6. Past meeting business
7. New business
8. Meeting schedule

1.6 Pre-installation Meetings

- A. Pre-installation meetings shall be held at the job site for all construction activities with on-site labor and for other activities as deemed necessary by the Construction Manager.

- B. Pre-installation meetings shall be attended by the Construction Manager's Superintendent, Project Manager, the subcontractor Superintendent and Project Manager and (when appropriate) the Owner and Architect's representative.

- C. Agenda for Pre-installation meetings shall be as follows:

1. Introduction
2. Review of specifications
3. Shop drawings/samples
4. Schedule and job mobilization
5. Coordination
6. Review anticipated punch list items
7. Recap

1.7 Daily End of Shift Meeting

- A. Daily End of Shift Meetings shall be held at the job site for all subcontractor foremen working on the project.

- B. Agenda for the Daily End of Shift Meeting shall be as follows:

1. Safety
2. Progress Against that Day's Plan
3. Planned Activities for Next Day
4. Urgent Last Minute Needs
 - i. Information
 - ii. Tools
 - iii. Materials / Equipment
 - iv. Environment

1.8 Project Meetings

- A. To be determined by on-site personnel.

END OF SECTION

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SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Substitution requests.

1.2 GENERAL

- A. Definition: Proposal by Contractor to use manufacturer, product, material, or system different from one required in Contract Documents.
- B. Do not substitute Products unless a substitution request has been approved by Architect.
- C. Substitutions only allowed during Bidding: Refer to Instructions to Bidders.
- D. In case of non-availability of a specified Product notify Architect in writing as soon as non-availability becomes apparent.

1.3 SUBSTITUTION REQUESTS

- A. Submit substitution requests on form provided by Architect.
- B. Document specified product and proposed substitution with complete data, including:
 - 1. Product identification, including name and address of manufacturer.
 - 2. Product description, performance and test data, and reference standards.
 - 3. Sample, if requested.
 - 4. Description of any anticipated effect that acceptance of proposed substitution will have on Progress Schedule, construction methods, or other items of Work.
 - 5. Description of any differences between specified product and proposed substitution.
 - 6. Difference in cost between specified product and proposed substitution.
- C. Burden of proof for substantiating compliance of proposed substitution with Contract Document requirements remains with Contractor.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated the proposed Product and determined that it meets or exceeds the quality level of the specified Product.
 - 2. Will provide the same warranty for the substitution as for the specified Product.
 - 3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 5. Will reimburse Owner for design services associated with re-approval by authorities or revisions to Contract Documents to accommodate the substitution.
- E. Substitutions will not be considered if:
 - 1. They are indicated or implied on Shop Drawings or other submittals without submittal of a substitution request.
 - 2. Approval will require substantial revision of Contract Documents without additional compensation to Architect.

- F. Submit electronically only in Adobe PDF format. No secondary format deliveries will be accepted.
- G. Architect will notify Contractor of approval or rejection of each Substitution Request.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow for:
 - 1. Work by separate contractors.
 - 2. Work by Owner.
 - 3. Owner occupancy.
 - 4. Use of site and adjacent premises by the public.

END OF SECTION

DOCUMENT 01 25 19
SUBSTITUTION REQUEST FORM

DATE: _____, _____, 2022
TO: _____
ATTENTION: _____
PROJECT: _____

1.1 We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
_____	_____	_____

Proposed Substitution: _____

Reason for Substitution: _____

1.2 Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

1.3 Samples:

___ Attached ___ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

___ No ___ Yes (explain) _____

Effects of proposed substitution on other Work:

Differences between proposed substitution and specified Product:

Manufacturer's warranties of the proposed substitution are:

Same Different (explain) _____

Maintenance service and spare parts are available for proposed substitution from:

Previous installations where proposed substitution may be seen:

Project: _____ Project: _____

Owner: _____ Owner: _____

Architect: _____ Architect: _____

Date Installed: _____ Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

Change to Contract Time, if proposed substitution is approved:

No Change Add _____ days Deduct _____ days

Submitted by Contractor:

Signature

Firm

Architect Response:

Based on the information supplied by the [Contractor,] [Construction Manager,] the Architect has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

Approved Approved as Noted Rejected

Submit Additional Information: _____

By: _____ Date: _____

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

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:
 - 1. Supplemental Instructions.
 - 2. Proposal Requests.
 - 3. Contractor proposed changes.
 - 4. Construction Change Directives.
 - 5. Change Orders.

1.3 CHANGE PROCEDURES

- A. Architect's Supplemental Instructions:
 - 1. Format: AIA Document G710 - Architect's Supplemental Instructions.
 - 2. Architect will advise of minor changes in Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- B. Proposal Requests:
 - 1. Format: AIA Document G709 - Proposal Request.
 - 2. Architect may issue a Proposal Request that includes a detailed description of a proposed change with supplemental or revised Drawings and specifications.
 - 3. Prepare and submit an estimate of any change to the Contract Sum or Contract Time within 7 days after receipt. Include:
 - a. Quantities and unit costs, with total cost or credit to Owner.
 - b. Regarding Contractor's proposal request, the following cost information is required to be provided for Architect's evaluation of the proposed changes:
 - 1) Labor
 - 2) Labor Fringes, Insurance and Taxes
 - 3) Materials
 - 4) Supplies
 - 5) Equipment – Owned
 - 6) Equipment – Rented
 - 7) Subcontractors
 - 8) Supervision
 - 9) General Conditions/Field Overhead
 - 10) Insurance
 - 11) Taxes
 - 12) Permits
 - 13) Bonds
 - 4. If change in Contract Time is involved, provide updated Progress Schedule.
 - 5. Do not stop work or initiate changes in response to a Proposal Request. If approved, Architect will prepare and issue a Change Order.
 - 6. Submit to Architect electronically in Adobe PDF format.
- C. Contractor Proposed Changes:
 - 1. Format: Contractor's standard.

2. Contractor may propose a change by submitting request for change to Architect.
 3. Describe proposed change, reason for change, its full effect on Work, and any change to Contract Sum or Contract Time. Include the following:
 - a. Quantities and unit costs, with total cost or credit to Owner. If requested, furnish documentation of quantities.
 - b. Regarding Contractor's proposed changes, the following cost information is required to be provided for Architect's evaluation of the proposed changes:
 - 1) Labor
 - 2) Labor Fringes, Insurance and Taxes
 - 3) Materials
 - 4) Supplies
 - 5) Equipment – Owned
 - 6) Equipment – Rented
 - 7) Subcontractors
 - 8) Supervision
 - 9) General Conditions/Field Overhead
 - 10) Insurance
 - 11) Taxes
 - 12) Permits
 - 13) Bonds
 - c. If change in Contract Time is involved, provide updated Progress Schedule.
 4. Document any required substitutions in accordance with Section 01 25 00 – Substitution Procedures.
 5. Submit electronically to Architect only in Adobe PDF format. Adobe product only.
- D. Construction Change Directive:
1. Architect may issue a directive, signed by Owner, instructing Contractor to proceed with a change for subsequent inclusion in a Change Order.
 2. Documentation will describe changes in Work and designate method of determining any change to Contract Sum or Contract Time. Promptly execute change.
- E. Change Orders:
1. Format: AIA Document G701 - Change Order.
 2. Execution: Architect will issue Change Orders for signature of parties as provided in Conditions of the Contract. Submit electronically in Adobe PDF format.
 3. Submit electronically in Adobe PDF format.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INFORMATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Requests for Information (RFI's).
- B. Related Sections:
 - 1. Section 01 25 00 - Substitution Procedures.
 - 2. Section 01 26 00 - Contract Modification Procedures.
 - 3. Section 01 33 00 - Submittal Procedures.
 - 4. Section 01 77 00 - Closeout Procedures.

1.2 GENERAL

- A. Request for Information (RFI): Request from Contractor seeking interpretation or clarification of Contract Documents not involving Substitutions or changes to Contract Sum or Contract Time.
- B. RFI's constitute a request for information only.
- C. Do not submit RFI's:
 - 1. To request approval of Substitutions. Reference Section 01 25 00 – Substitution Procedures.
 - 2. To request changes known to include changes to Contract Sum or Contract Time. Reference Section 01 26 00 - Contract Modification Procedures.
 - 3. To request approval of submittals; Reference Section 01 33 00 – Submittal Procedures.
 - 4. To submit Project Record Documents; Reference Section 01 77 00 – Project Closeout.

1.3 SUBMITTAL

- A. Submit RFI's on Contractor's standard form, submit electronically in Adobe PDF format.
- B. All RFI's shall be sent to the Architect through email. It is at the discretion of the Architect if utilization of the Contractor's project management software is acceptable in lieu of email.
- C. Include on each RFI:
 - 1. Name of Contractor.
 - 2. Project name.
 - 3. Date submitted.
 - 4. Sequential RFI number.
 - 5. Applicable Drawing sheet and detail numbers or Specification Section numbers.
 - 6. Date when response information is required to avoid impact on Construction Schedule and Construction Cost.
- D. Review and sign RFI's submitted by Subcontractors, Sub-Subcontractors, or Suppliers prior to submittal to Architect.
- E. Maintain log of RFI's showing RFI number and current status of each RFI.
- F. When RFI's require submittal of drawings, follow submittal procedures specified for Shop Drawings in Section 01 33 00 – Submittal Procedures.
- G. Allow minimum fourteen (14) days for Architect's review and response to each RFI.

END OF SECTION

SECTION 01 31 00
CONSTRUCTION SCHEDULE

1.1 Description

A. Work included:

1. To ensure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the contract.
2. To assist the Construction Manager in appraising the reasonableness of the proposed schedule and in evaluating progress of the work.
3. To prepare and maintain the schedules and reports described in this section.

B. Related work:

1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Divisions 0 and 1 of these Specifications.
2. Requirements for progress schedule: General Conditions.
3. Construction period: Form of Agreement.

C. Definitions:

1. "Day," as used throughout the contract unless otherwise stated, means "calendar day."

1.2 Scheduling Requirements

- A. Various Subcontractors will be required to collaborate with the Construction Manager shall develop a work schedule which integrates all the activities of the Subcontractors and suppliers, and which meets the requirements of the Owner and Architect. The final scheduled sequence of all such activities shall be determined by the Construction Manager. All scheduling information shall be submitted to the Construction Manager within 5 days after requested. the Construction Manager shall provide periodic schedule updates throughout the duration of the project. After each schedule update, subcontractors shall have 5 working days to respond, in writing, with any proposed corrections/modifications. Failure to do so within the 5 day period will serve as an implied acceptance of the updated schedule and shall make the subcontractor and vendors full contractually obligated to meet each of the scheduled activity completion dates."

The subcontractor shall fully complete the work in accordance with the Construction Manager's construction schedule and/or current job progress.

- B. The Construction Manager shall utilize the CPM Schedule to plan, coordinate, and manage all construction activities of the subcontractors and suppliers. Subcontractors shall complete their work in accordance with the CPM Schedule

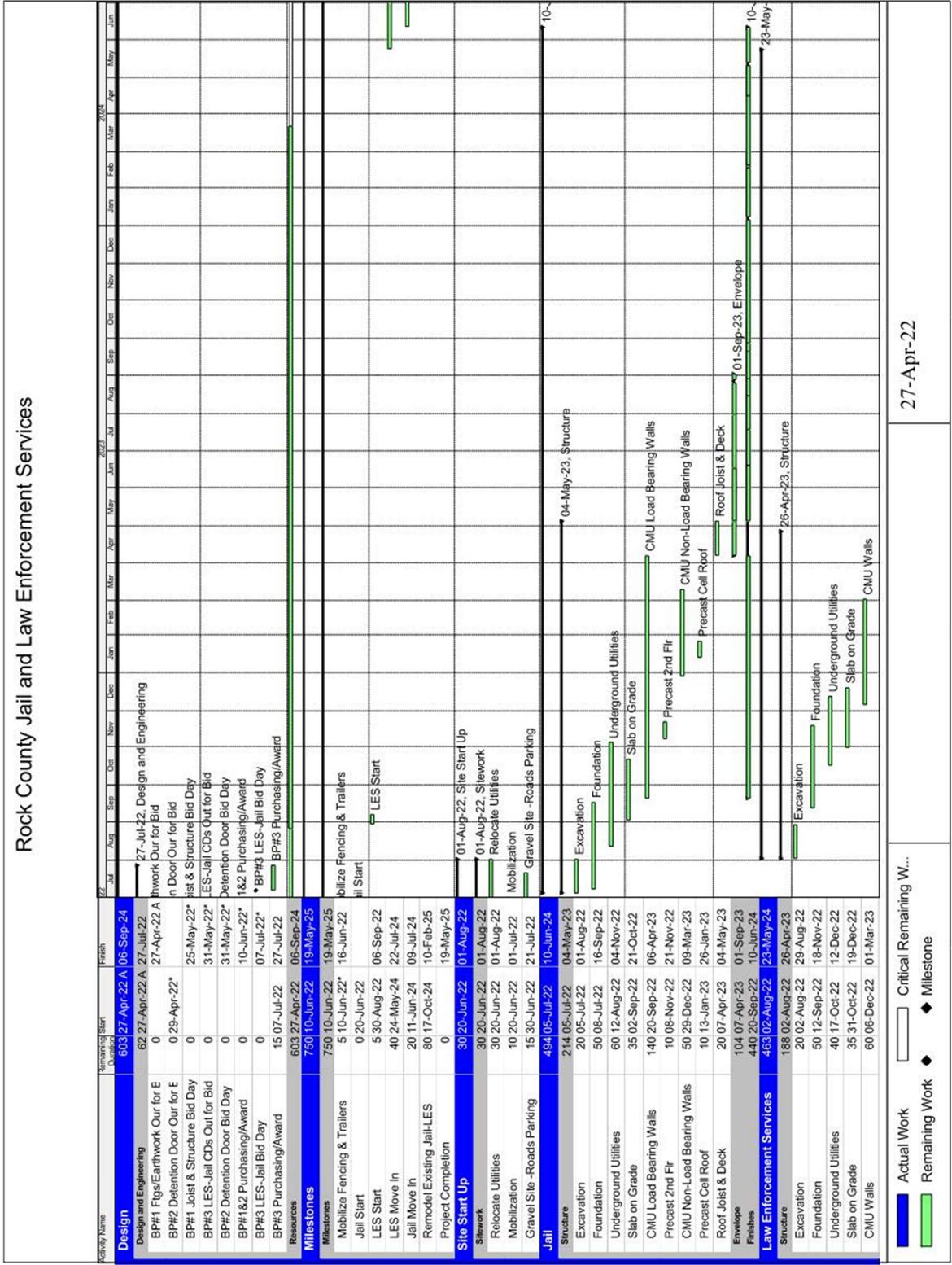
and/or current job progress.

- C. The Construction Manager reserves the right to assist the various subcontractors in the expediting of their material and equipment deliveries without assuming the responsibility for said deliveries. Upon request, the subcontractors shall furnish copies of their equipment and material purchase orders, including scheduled shipping and receiving dates, to the Construction Manager.
- D. Whenever it becomes apparent from the monthly "updated" schedule that any activity completion date may not be met, the responsible subcontractors shall take some or all of the following actions at no additional cost to the Owner or the Construction Manager.
 - 1. Increase construction manpower in such quantities that will substantially eliminate the backlog of work and put the project back on schedule and/or keep up with current job progress.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the above which will substantially eliminate the backlog of work and put the project back on schedule and/or keep up with current job progress.
 - 3. Reschedule activities to achieve maximum practical concurrence of activities to put the project back on schedule and/or keep up with current job progress.

If a subcontractor fails to take any of the above actions within forty-eight (48) hours after receiving written notice, the Construction Manager shall take action to attempt to put the project back on schedule and/or keep up with current job progress, and deduct the cost of such actions from the compensation which is or will become due the subcontractor.

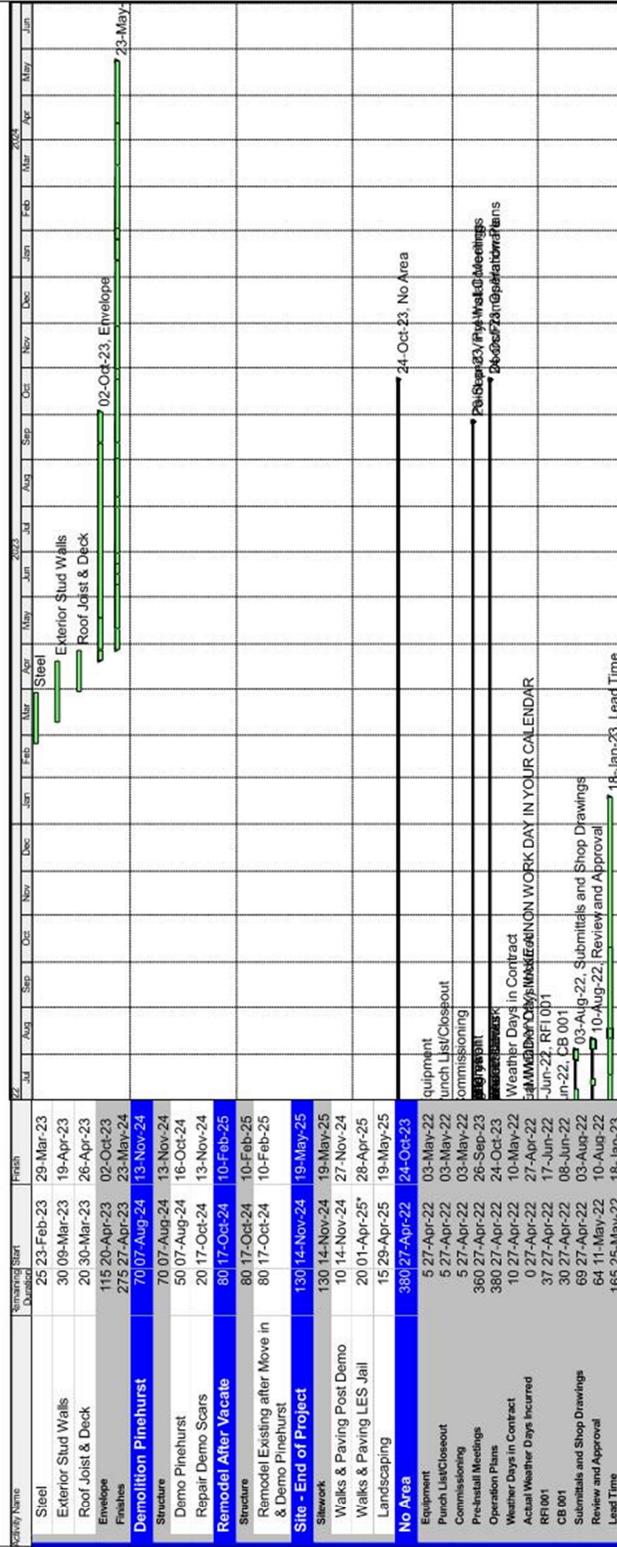
1.3 Construction Schedule – Attached

Rock County Jail and Law Enforcement Services



27-Apr-22

Rock County Jail and Law Enforcement Services



█ Actual Work █ Remaining Work ◆ Critical Remaining Work... ◆ Milestone

27-Apr-22

END OF SECTION

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SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Submittal procedures.
 - 2. Product data.
 - 3. Shop drawings.
 - 4. Samples.
 - 5. Design data.
 - 6. Test reports.
 - 7. Certificates.
 - 8. Manufacturer's instructions.
 - 9. Manufacturer's field reports.
 - 10. Construction progress schedules.
 - 11. Proposed products list.
 - 12. Erection drawings.
 - 13. Construction photographs.

1.2 SUBMITTAL PROCEDURES

- A. All submittals shall be sent in Adobe PDF format, and shall be complete with all required information submitted at the same time.
- B. All submittal shall be sent to the Architect through email, actual samples shall be mailed. It is at the discretion of the Architect if utilization of the Contractors project management software is an acceptable in lieu of email.
- C. Shop drawings shall be submitted electronically in one PDF format file. File name shall contain specification number and product name.
- D. Each submittal shall include a cover sheet with the following information.
 - 1. Submittal Date
 - 2. Specification Section(s)
 - 3. Manufacturer's Representative (Contact Name, address, and telephone number)
 - 4. Contractor (Contact Name, address, and telephone number)
 - 5. Project Name, Project City, Project State, and Project Address.
- E. Drawings shall bear the stamp of approval of the Contractor as evidence that the drawings have been checked by the Contractor. Any drawings submitted without this stamp of approval will not be considered and will be returned to the Contractor for resubmission.
- F. Submittals must be 100% complete per requirements of each entire corresponding specification section and in one (1) package. Non-complete submittals will be returned to the contractor without comment and stamped "rejected-resubmit". Contractors who knowingly want to submit non-complete submittals or break single system submittals into multiple submittals will be responsible to arrange with Architect, prior to submitting the submittal(s), and to compensate Architect for the extra work involved.
- G. Contractor shall allow 10 working days in schedule for A/E to review submittals. If submittals require an expedited review process, contact Architect prior to submitting the submittal(s) to make the appropriate arrangement.
- H. Submittals requiring resubmission shall have changes made to a previously reviewed submittals denoted with revision clouds and tags identifying those changes.

- I. Mechanical and Electrical Contractors shall include the following:
 1. Equipment List:
 - a. A complete equipment list of all components, including the following: Quantity, Manufacturer, Part Number, and Description.
 - b. If the supplier uses different part numbers from those of the actual manufacturer, the actual manufacturer and part numbers as they appear - marked on the shipping box/packages, shall also be identified on this list.
 2. Product Data:
 - a. Manufacturer's product data sheets, and equipment description of all system components.
 - b. Data sheets shall be highlighted or suitably marked, so that included items and options are indicated.
 - c. On data sheets that include multiple products, products that are not used shall be crossed out. Product Data Sheets shall be organized, in order, corresponding to the FIRST occurrence of the corresponding item on the equipment list.

1.3 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

1.4 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual specification sections, provide shop drawings signed and sealed by professional Engineer responsible for designing components shown on shop drawings.
 1. Include signed and sealed calculations to support design.
 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit number of copies described in Submittal Procedures article.

1.5 SAMPLES

- A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of samples specified in individual specification sections; Architect will retain one sample.
- C. Samples for Selection as Specified in Product Sections:
 1. Submit to Architect for aesthetic, color, or finish selection.
 2. Submit samples of finishes from full range of manufacturers' available colors, in available textures and patterns for Architect selection.
 3. When custom color is specified, submit actual sample of custom color for Architect approval.

- D. Submit samples to illustrate functional and aesthetic characteristics of Products with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- E. Include identification on each sample with full Project information.
- F. Reviewed samples which may be used in the Work are indicated in individual specification sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification section.
- H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 – Project Closeout.

1.6 DESIGN DATA

- A. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in the Contract Documents.

1.7 TEST REPORTS

- A. Submit for Architect's knowledge.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.8 CERTIFICATES

- A. When specified in individual specification Sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.9 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing to Architect for delivery to Owner.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect's knowledge as Contract Administrator or for Owner.
- B. Submit report within 72 hours of observation to Architect for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within 15 days after date established in Notice to Proceed. After review, resubmit required revised data within 10 days.
- B. Submit revised Progress Schedules with each Progress Meeting or Application for Payment, but not less than monthly.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples. Indicate dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.
- I. Indicate delivery dates for Owner furnished products and products identified under Allowances if required.
- J. Revisions to Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.

1.12 PROPOSED PRODUCTS LIST

- A. Within 15 days after date of Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.13 ERECTION DRAWINGS

- A. Submit drawings for Architect's knowledge.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.
- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect.

1.14 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of site and construction throughout exterior progress of Work produced by an experienced photographer, acceptable to Architect.

- B. Submit photographs monthly or to show milestones of Work.
- C. Take three photographs from differing directions for each section of work indicating relative progress of the Work, three days maximum prior to submitting.
- D. Take photographs as evidence of existing project conditions.
- E. Identify each print on front. Identify name of Project, contract number, phase orientation of view, date and time of view, name and address of photographer, and photographer's numbered identification of exposure.
- F. Deliver negatives to Owner with project record documents. Catalog and index negatives in chronological sequence; include typed table of contents

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SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. References.
 - 2. Quality assurance and control of installation.
 - 3. Mockups.
 - 4. Manufacturer's field services and reports.
 - 5. Design data and calculations.
 - 6. Test reports and certifications.
 - 7. Manufacturer's installation instructions.

1.2 REFERENCES

- A. For products or workmanship specified by reference to association, trade, or industry standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Conform to edition of reference standard in effect as of date of Project Manual.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.3 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 MOCKUPS

- A. Definition:
 - 1. Mockups are field samples constructed, applied, or assembled at the project site for review by the Owner and Architect that illustrate materials, equipment, or workmanship.

2. Approved mockups establish the standard of quality by which the Work will be judged.
- B. Construct, apply, or assemble specified items, with related attachment and anchorage devices, flashings, seals, and finishes.
- C. Perform work in accordance with applicable specifications sections.
- D. Erect at project site at location acceptable to Architect. Protect from damage.
- E. Removal:
 1. Mockups may remain as part of the Work only when so designated in individual specification sections.
 2. Do not remove mockups until removal is approved by Architect or upon Final Completion.
 3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by Architect.

1.5 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, or startup of equipment, as applicable, and to initiate instructions when necessary.
- B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report to Architect within 10 days of observation.

1.6 DESIGN DATA AND CALCULATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide design data and calculations.
- B. Accuracy of design data and calculations is the responsibility of the Contractor.
- C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix engineer's seal to submittals.
- D. Submit electronically in Adobe PDF format.

1.7 TEST REPORTS AND CERTIFICATIONS

- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturers' certifications.
- B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Submittals may be recent or previous test results on material or Product, but must be acceptable to Architect.
- D. Submit electronically in Adobe PDF format.

1.8 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:

1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, as applicable.
 - a. Submit in quantities specified for Product Data.
 - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - c. Identify conflicts between manufacturers' instructions and requirements of Contract Documents.
2. Perform installation of Products to comply with requirements of manufacturer's instructions.
3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect and await instructions.
4. Submit electronically in Adobe PDF format.

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SECTION 01 45 23

TESTING AND INSPECTION SERVICES

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:
 - 1. Laboratory selection and payment.
 - 2. Laboratory duties.
 - 3. Contractor's responsibilities.
- B. Related Sections:
 - 1. Individual specifications sections contain specific tests and inspections to be performed.

1.3 REFERENCE STANDARDS

- A. ASTM International (ASTM):
 - 1. ASTM C1077 - Standard Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation.
 - 2. ASTM D3666 - Standard Specification for Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials.
 - 3. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
 - 4. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.
 - 5. ASTM E543 - Standard Specification

1.4 QUALITY ASSURANCE

- A. The 2015 International Building Code (IBC), as modified by the State of Wisconsin Chapters SPS 361-366 - Commercial Building Code, governs the requirements for products, materials, components, and systems that are indicated on the Drawings and specified in the Project Manual.
- B. Contractor shall employ and pay for services of an independent testing laboratory to perform specified testing and inspection.
- C. Employment of Testing Laboratory shall in no way relieve Contractor of their obligations to perform work in accordance with Contract Documents.
- D. Refer to the Conditions of the Contract for provisions related to special inspections and testing.
- E. Qualifications of Laboratory:
 - 1. Meet requirements of ASTM C1077, ASTM D3666, ASTM D3740, ASTM E329 and ASTM E543.
 - 2. Authorized and licensed to operate in the State of Wisconsin.

1.5 LABORATORY DUTIES

- A. Cooperate with Architect and Contractor. and provide qualified personnel after due notice.
- B. Perform specified inspections, sampling, and testing of materials and methods of construction:
 - 1. Comply with specified standards.
 - 2. Ascertain compliance or noncompliance of materials with requirements of Contract Documents.
- C. Promptly notify Architect and Contractor of observed irregularities or deficiencies of Work or products.
- D. Promptly submit written report of each test and inspection; submit one copies electronically in Adobe PDF format.
- E. Each report to include:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Testing Laboratory name, address, and telephone number.
 - 4. Name of Inspector and signature of individual in charge.
 - 5. Date and time of sampling or inspection.
 - 6. Record of temperature and weather conditions.
 - 7. Date of test.
 - 8. Identification of product and specification section.
 - 9. Location of sample or test in project.
 - 10. Type of inspection or test.
 - 11. Results of tests and compliance or noncompliance with Contract Documents.
 - 12. Interpretation of test results when requested by Architect or Contractor.
- F. Perform additional tests when required by Architect.
- G. Laboratory is not authorized to:
 - 1. Release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Approve or accept any portion of work.
 - 3. Perform any duties of Contractor.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with personnel, provide access to Work, and to manufacturer's operations.
- B. When materials require testing prior to being incorporated into Work, secure and deliver to Laboratory adequate quantities of representative samples of materials proposed to be used.
- C. Furnish copies of product test reports as required.
- D. Furnish incidental labor and facilities:
 - 1. To provide access to work to be tested.
 - 2. To obtain and handle samples at site or at source of product to be tested.
 - 3. To facilitate inspections and tests.
 - 4. For safe storage and curing of test samples.
- E. Notify Laboratory sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
- F. Make arrangements with Laboratory and pay for additional samples and tests required for Contractor's convenience

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Scope
 - 2. Temporary Enclosures
 - 3. Temporary Field Offices
 - 4. Temporary Stairs, Ladders, Ramps, Runways, Scaffolds
 - 5. Temporary Hoist
 - 6. Signs
 - 7. Temporary Sanitary Facilities
 - 8. Cold Weather Protection
 - 9. Temporary Heat
 - 10. Temporary Roof Protection
 - 11. Progress Cleaning

1.2 TEMPORARY ENCLOSURES

- A. Contractor shall provide temporary weathertight enclosures for all exterior openings as soon as walls and roof are built so as to protect work from weather. Windows and other openings shall be closed with approved translucent material.

1.3 TEMPORARY FIELD OFFICES

- A. Contractors shall provide offices for their own use located as agreed upon between various Contractors and as approved by Architect.
- B. When directed, move offices into suitable area in building.
- C. Sheds for storage of materials that may be damaged by weather shall be provided and maintained by Contractor. Sheds shall have raised wood floors.

1.4 TEMPORARY STAIRS, LADDERS, RAMPS, RUNWAYS, SCAFFOLDS

- A. Contractor shall:
 - 1. Provide and maintain temporary stairs, ramps, chutes, runways, etc. as required for proper execution of work by all trades.
 - 2. Erect permanent stair framing as soon as possible. Provide stairs with temporary treads, handrails and shaft protection.
 - 3. Provide exterior and interior scaffolding for and during construction of exterior masonry walls, and allow other Contractors and Sub Contractors to use scaffolds so provided without cost. Sub Contractor and others shall provide their own plank.
- B. Contractors and Sub Contractors requiring scaffolds other than specified shall provide their own and remove on completion of work.
- C. Underlay interior scaffolds with planking to prevent uprights from resting directly on slab.
- D. If any scaffolding or forms collapse during construction, the Contractors are responsible.

1.5 TEMPORARY HOIST

- A. Contractor shall install and maintain hoists as required for proper execution of the general construction work. Build in accordance with local and state requirements.
- B. Do not construct hoists so they will interfere with or affect construction. Locate sufficient distance from exterior walls.
- C. Provide protection to prevent damage, staining and marring of permanent work.
- D. Contractor shall grant all other Contractors and Sub-Contractors use of elevators or hoists at reasonable rates and under reasonable conditions.
- E. Other Contractors and Sub-Contractors shall pay Contractor for use of same hourly rates posted at start of construction.

1.6 SIGNS

- A. Contractor shall erect one (1) painted sign as approved by Owner, giving following information:
 - 1. Name of Project and Owner
 - 2. Name of Architect
 - 3. Names of General, Plumbing, HVAC and Electrical Contractors
- B. Sign shall be not less than 8'-0" wide x 4'-0" high supported by two (2) 4" x 4" posts with 2" x 4" frame.

1.7 TEMPORARY SANITARY FACILITIES

- A. Contractor shall provide and maintain sanitary, temporary chemical type toilets in sufficient number required for the force employed. Toilets shall be self-contained chemical type. Locate where directed.

1.8 COLD WEATHER PROTECTION

- A. Cold Weather Protection:
 - 1. Definition: All covering, heating or both required to protect building from injury due to freezing during construction period prior to enclosure of building.
 - 2. All covering, heating units and fuel required to provide cold weather protection will be provided by and paid for by the Contractor.
 - 3. Requirements for Cold Weather Protection for the project are specified in the specific technical specifications that are effected by cold weather conditions.

1.9 TEMPORARY HEAT

- A. Temporary heating will be provided by Contractor:
 - 1. Temporary heat shall be provided, when required, in all areas and spaces as are roofed and have all exterior openings suitably enclosed.
 - 2. Building will be considered enclosed when it is roofed and has such protection at doorways, windows and other openings as will provide reasonable heat retention.
 - 3. Provide temporary closures for windows, doors and all temporary openings. Supervise effectiveness of all closures and see that every precaution is taken to prevent escape of heat.
 - 4. Temporary heat shall be provided until permanent heating plant and distribution system is ready for operation and construction operations which produce particulates which may contaminate ductwork have been completed. Refer to Division 23.
 - 5. Contractor shall pay the cost of all fuel for temporary heat.
 - 6. Contractor shall provide, install and maintain temporary units of type, size and number required to maintain temperatures specified, complete with all electrical connections.

7. Equipment approved for permanent installation may be used for temporary heating provided that any components so used shall be left clean with worn and damaged parts replaced and nonpermanent filters renewed and provided that such use shall not shorten guarantee period.
8. Temperatures: Except as otherwise specified, a minimum temperature of 45 degrees F. for building shall be maintained. Ten (10) days prior to and during placing of interior woodwork and other finish work and during all varnishing, painting, etc. (and until substantial completion) provide sufficient heat to insure minimum temperature of not less than 68 degrees F.
9. Operation: Supervise and be responsible for operation of temporary heating system as required by weather and building conditions during regular working hours. Supervision shall also include checking operation at 11 A.M. and 11 P.M. Saturdays, Sundays and holidays. Be responsible for maintenance of heating system during period of construction and do any emergency repair work required during temporary operation.

1.10 TEMPORARY ROOF PROTECTION

- A. It will be the Contractor's responsibility to coordinate and supervise all roof traffic by construction workers after the installation of roofing has been completed.
- B. If excessive roof traffic is required by other trades, the Contractor will provide suitable rooftop protection for those trades, in the form of approved roof walkways.
- C. The Contractor shall be held responsible for bearing the expense of roofing repairs required due to unprotected areas being damaged by construction workers.

1.11 PROGRESS CLEANING

- A. Maintain areas free from waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Provide containers for collection of waste materials, debris, and rubbish; remove and dispose of offsite as required by construction activities.
- C. Periodically clean interior areas to provide suitable conditions for finish work

END OF SECTION

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SECTION 01 50 05
TEMPORARY UTILITIES

1.1 Description

- A. Temporary utilities: electricity, lighting, heat, ventilation, telephone service, water, sanitary facilities and elevators.

1.2 Temporary Electricity

- A. If any subcontractor contemplates the use of equipment that requires a different voltage or greater capacity than that specified, they shall arrange with the utility for this additional service and pay for installation of the service and the necessary additional switches and wiring required.
- B. Each subcontractor shall provide and pay for installation of temporary service for lighting of their temporary trailer.
- C. The electrical subcontractor shall provide at no cost to other contractors: all lamps, wiring, switches, sockets, and similar equipment required for temporary system until substantial completion. The temporary system shall consist of temporary lighting sufficient to enable all trades to complete their work and to enable the Architect or the Construction Manager to check to check all work as it is being done. Illumination shall, in all area, meet or exceed National Electrical Code requirements.
- D. The Owner will pay for all electrical energy consumed for construction purposes for all trades including that required for operation of ventilating equipment, for heating of buildings, and for testing and operating of all equipment.
- E. All subcontractors shall furnish their own extension cords and lamps other than those furnished for general lighting.
- F. Subcontractors shall be allowed to use the service provided for general lighting and fractional horsepower hand tools at no cost to them.
- G. Exterior lighting for security purposes during construction shall be provided by the electrical subcontractor and coordinated with the Owner and the Construction Manager.
- H. The electrical subcontractor must provide and use G.F.C.I. (ground fault circuit interrupters) as set forth in the latest OSHA regulations 1926 Standards.
- I. After substantial completion of the permanent electrical distribution system and building wiring by the electrical subcontractor, permanent receptacles may be used during finishing work. Permanent wiring for lighting fixtures, switches and receptacles will be installed after all masonry and drywall work is completed. This wiring shall not be used for motors larger than ½ HP or for welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits directly to electrical panels at the expense of subcontractors

requiring them, provided special permission is obtained from the Construction Manager and installation is made by the electrical subcontractor.

- J. The electrical subcontractor is to provide timely delivery and installation of new electrical service equipment to accommodate equipment power requirements.
- K. The electrical subcontractor is to provide temporary power and service to the Construction Manager's job site trailer.
- L. The electrical subcontractor will provide sufficient security lighting around exterior of project.

1.3 Cold Weather Protection

- A. All heating and covering required to protect the work from injury due to freezing or moisture during the construction period prior to enclosure of the building shall be classified as Cold Weather Protection. Such protection shall be provided and paid for by each Subcontractor for the protection of his own work until the building is closed.
- B. Heating required to protect materials from injury due to freezing during the construction period prior to enclosure shall be provided by means of portable heating units intended for this purpose.
- C. Proper ventilation must be provided. The use of temporary units whose product of combustion will damage fresh concrete, mortar or other building materials will not be allowed. Use of coke or oil salamanders is prohibited.
- D. If electrical power is required for oil or gas portable heating units, it may be taken from the available temporary power source.
- E. Equipment used for heat as well as the entire surrounding area shall be kept in a clean and safe condition.

1.4 Temporary Heat

- A. All heating required after enclosure of the building shall be classified as Temporary Heat.
- B. All temporary heat shall be provided by the Construction Manager as required.
- C. The permanent system will be used as soon as construction allows. Cleaning, maintenance and service of the system during construction is the responsibility of the heating contractor. The warranties for the permanent equipment used during construction will not start until the Owner and Architect approve substantial completion.

1.5 Temporary Water

- A. If water cannot be obtained right away, it will be each Subcontractor's responsibility to provide the necessary water for their operation until water is available.
- B. Immediately after award of the contract, the plumbing subcontractor shall make arrangements for temporary water and provide hose bibs in locations specified by the Construction Manager for use by all subcontractors.
- C. The plumbing subcontractor shall maintain the installation and remove it when directed by the Construction Manager. The plumbing subcontractor shall provide necessary patching of surfaces and or the structure after such temporary service is removed.
- D. Subcontractors shall prevent waste of water and shall maintain valves, connections and hoses in good condition at all times. Each subcontractor shall provide his own hose or piping from those bibs.
- E. The owner shall not pay cost of water used.
- F. Each subcontractor shall provide their own drinking water.

1.6 Temporary Toilets

- A. The Construction Manager will provide and maintain exterior sanitary toilets located where required for the force employed.
- B. The plumbing subcontractor, as soon as possible, will provide temporary toilets for use by construction personnel, including both male and female tradespeople.

END OF SECTION

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SECTION 01 50 08
SPECIAL CONDITIONS

A. General

1. Include all work described in this specification volume to produce the structure and its site appurtenances graphically illustrated on the contract drawings.
2. These Special Conditions are applicable to all divisions and sections of the work included herein, and all Subcontractors and Suppliers must abide by the requirements set forth. The conditions of the Contract, General Conditions, Supplemental Conditions and these Special Conditions shall apply to all subcontractors and suppliers engaged in this work.
3. Each subcontractor or material supplier shall inform themselves as to conditions relating to execution of his work. Neglect of this requirement will not be accepted as cause for additional compensation.
4. The sequence of operations or the place of commencement shall be determined by the Construction Manager as deemed to best serve the needs and convenience of the Owner or as necessity of occasion requires.
5. Where responsibility can be fixed, the cost for any corrective work shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be prorated among all subcontractors in proportion to their activities on the project at the time the damage was done.

B. Protection

Each subcontractor shall:

1. Notify the Construction Manager of corporate or private property if their property interferes with the work so that arrangements for proper protection can be made.
2. Provide temporary protection around openings through structural floors and roofs, including elevator openings, stairwells, and edges of slabs.
3. Repair and replace damaged work. If responsibility cannot be determined, the cost of repair or replacement shall be prorated among subcontractors on project.
4. Provide care in work around temporary items installed by the Construction Manager. Damage to same shall be repaired by subcontractor causing damage.
5. Adequately protect surrounding areas and materials, including glass, when welding, flame or abrasive cutting, or other operations requiring the use of flame, arcs, or spraying devices that are necessary in the course of the work. Use only flameproof tarpaulins.
6. WEATHER PROTECTION: Provide protection against rain, snow, wind, ice, storms or heat so as to maintain work, materials, apparatus and fixtures free from

injury or damage. At end of day's work, cover new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of work.

7. WATER PROTECTION: Protect the work and any associated properties from damage at all times from rain water, ground water, backing up drains or sewers or other water. Provide pumps, equipment and enclosures to provide this protection.
8. PROTECTION OF FINISHED FLOORS: Wheeling loads over a finished floor with or without planks for protection will be not permitted in anything except rubber tired wheelbarrows, buggies, trucks or dollies. This applies to finished floors and to concrete floors, which are not scheduled to be covered with applied surfacing.
9. Assume the responsibility for the protection of all finished construction within the limits of this work as well as along designated haul routes and repair and restore any and all damage to finished work to its original state.
10. PROTECTION OF INSTALLED WORK: Subcontractor shall protect finished floors, stairs, walls, installed products and surfaces from traffic, dust, wear, damage or movement of heavy materials by installing durable sheet materials.
11. REPLACE BROKEN GLASS: In general, glass which is merely cracked will be considered due to faulty setting and shall be replaced by glass and glazing subcontractor.

The Construction Manager will charge cost of replaced glass to subcontractor responsible for damaging glass.

C. Roads

1. Each subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets resulting from said subcontractor's operations.

D. Use of Site

Each subcontractor shall:

1. Confine their equipment, storage of materials and operations of their tradespeople to limits indicated and shall not bring materials into the site until reasonably required for progress of work. Storage space will be confined to the area of the site or designated storage areas within the facility. No area outside of construction limits or not previously designated may be used for any purpose by subcontractors. This includes storage of direct Owner purchases.
2. Repair damaged areas used for placing of sheds, offices and storage of materials shall be borne by subcontractor responsible for the damage.
3. Assume full responsibility for damage due to the storing of materials. This also includes Owner purchased materials once they are turned over to the respective subcontractors for installation.
4. No use the Owner's existing buildings and facilities except as approved by the

Owner and the Construction Manager for construction purposes.

5. Be responsible for the dewatering and keeping dry of their work area.

E. Verification of Anchor Bolt Locations

1. Prior to starting steel erection, the subcontractor shall verify the dimensional accuracy of all anchor bolt placements. This verification shall be accomplished in time to allow the completion of corrective work without delaying the scheduled erection of structural steel. The subcontractor who installed the anchor bolts shall be responsible for the cost of corrective work.

F. Ventilation

1. Each subcontractor shall be responsible for any ventilation required to complete their work.

G. Openings, Embedments, Supports, Blocking, Backing and Grounds

Each subcontractor shall:

1. Be responsible for providing the blocking, backing and grounds in all walls and above ceilings necessary for the installation of their work.
2. Make suitable preparations for the installation of their work including all piping, conduit, hangers, inserts, anchors, grounds and supports that are to be embedded in concrete, masonry walls, floors, partitions or structural members, or that are to pass through or be attached thereto. Each subcontractor shall provide and install proper sleeves, boxes, receptacles, or chases for all openings or recesses to receive their work occurring in or passing through any such members, all of which shall be located accurately and secured firmly in place before any such masonry has been erected or concrete poured.
3. Furnish and install all anchors, clips, blocking, sleeves, connections, etc., required for attachment of their work to the structure.

H. Access Panels

1. Each subcontractor shall be responsible for furnishing the necessary access panels for items of work installed under their subcontract.
2. Installation of all access panels shall be the responsibility of the subcontractor erecting the wall or ceiling system.
3. If not specified, these access panels shall be approved by the Architect prior to installation.

I. Demolition

1. Rubbish and recycling dumpsters are provided by each Work Package requiring them.

2. The demolition, removal and off-site disposal of all existing buildings (or portions thereof), canopies, retaining walls, pavements, walks and curbs shall be the responsibility of Excavating Contractor. The use of a "wrecking ball" is not permitted. The Excavating Contractor shall be responsible for providing and maintaining temporary protection of all adjacent property.
3. The removal and off-site disposal of all existing roofing, insulation and sheet metal required to complete the new construction shall be the responsibility of Roofing Contractor.
4. The disconnecting, capping, removal, and disposal of all plumbing fixtures, equipment, piping, and supports shall be the responsibility of the Plumbing Contractor.
5. The disconnecting, capping, removal, and disposal of all HVAC equipment, piping, ductwork, and supports shall be the responsibility of the Mechanical Contractor.
6. The disconnecting, capping, removal, and disposal of all Fire Protection equipment, piping, and supports shall be the responsibility of the Fire Protection Contractor.
7. The disconnecting, capping, removal, and off-site disposal of all Electrical equipment, piping, conduit, and supports shall be the responsibility of the Electrical Contractor.
8. All other demolition, removals and disposal, including but not limited to existing doors, windows, borrowed lights, louvers, flooring, ceilings, and partitions, shall be the responsibility of Demolition Contractor. They shall provide and maintain the necessary rubbish removal procedures to facilitate these removals from the existing building. They shall exercise caution to avoid disrupting surrounding surfaces not scheduled for demolition.
9. All materials and equipment obtained from the demolition operations shall belong to the subcontractor performing the demolition unless the Construction Manager notifies subcontractor prior to their removing such material. This material shall then be stored by the subcontractor at an area designated by the Construction Manager.
10. PROTECTION OF INSTALLED WORK: Subcontractor shall protect finished floors, stairs, walls, installed products, and surfaces from traffic, dust, wear, damage, or movement of heavy materials by installing durable sheet materials.

J. Hazardous Materials

1. If hazardous materials are discovered in the execution of work, the following steps are required:
 - a. **Stop work immediately in the area where hazardous material is found.**

b. Notify the Construction Manager immediately.

K. Protection of Existing Facilities

1. Each subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers, and building foundations encountered during his/her excavation work, to protect them from collapse or other type of damage, until such time as they are to be removed, incorporated into the new work, or can be properly backfilled upon completion of new work.
2. Each subcontractor shall be responsible to provide and maintain protection during site work for all existing lawns, trees, curbs, gutters, drives, walks, and buildings, not noted for removal.
3. Whenever any employee, agent, or other representative of any subcontractor, material person, supplier, or delivery person whose activities on or about the site arises out of the work of the subcontractor, shall cause or be a substantial factor in causing any damage (including but not limited to cracking, gouging, breaking, scratching, marring, puncturing, loosening, weakening, shifting, obstructing, soiling staining, splattering, wetting, burning, overheating, freezing, exposing, disconnecting, misconnecting, failing to guard or protect, and depriving (of support) to the work, materials or property of a third party (including but not limited to the Owner, other contractors, material people, suppliers, delivery people, frequenters, security holders, adjacent landowners,, utilities or members of the public) subcontractor shall promptly proceed to remedy and correct such damage and pay all cost, expenses, and damages involved.
4. Take all necessary precautions to protect Owner's as well as adjacent property, including trees, shrubs, buildings, sanitary and storm sewers, water piping, gas piping, electric conduit or cable, and other improvements from damage due to work on this project.
5. Repair damaged work outside of property lines in accordance with the requirements of the authority having jurisdiction.
6. Work damaged by failure to provide proper and adequate protection shall be repaired to its original state to the satisfaction of the Owner or removed and replaced with new work at the subcontractor's expense.

Protect trees indicated on the drawings to remain and trees in locations that do not interfere with new construction from damage. Do not injure trunks, branches, or roots of trees that are to remain. Do cutting and trimming only as approved by the Architect.

The replacement cost of trees destroyed or damaged will be charged against the subcontractor responsible for the damage in an amount equal to the expense of trees of similar kind and size.

L. Project Signs

1. Architect and the Construction Manager will provide their own project sign. No individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on building or about premises except name of respective subcontractor on his office or material shed.

M. Low Voltage and Control Wiring for Hardware

1. All low voltage and control wiring for hardware to be by the electrical contractor. Refer to hardware schedule(s), door schedule and related specifications.

N. Occupancy During Construction – Partial Occupancy

1. In remodeling programs, it is the intention of Owner to carry on all occupancy and activities possible in existing building during period when remodeling construction work is in progress. The contractor shall confer with Owner, schedule work and store materials, so as to interfere as little as possible with use of premises or activities.
2. In event of partial occupancy of new work before substantial completion, cost of temporary utilities, bonds, insurance, retained percentage and responsibility for damages shall be determined by negotiation between Owner, Architect, and Contractors and their sureties.
3. The moving of equipment into a new addition by the Owner or other contractors will not constitute partial occupancy.

O. Temporary Utilities

1. The electrical contractor shall expedite the work under his contract in such a manner that the permanent power wiring system and panels will be installed and connected to permanent heating and ventilating equipment in time to operate and test this equipment when the building has been closed sufficiently to permit the use of portion of heating and ventilating system for temporary heating during construction.
2. Permanent wiring and connections may be used at permanent equipment. However, the use of the permanent system during construction shall in no way waive the specified warranty period.

P. Contractors Training

1. Each employee must go through safety training and sign the Acknowledgement of Policies and Procedures stating that they understand and will follow safety and work rules.
2. This training will take place once a week at the Construction Manager's jobsite trailer. Subcontract will be notified at pre-install meeting of selected date and time.

END OF SECTION

SECTION 01 51 00
INDOOR AIR QUALITY

PART 1 – GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Divisions 0 and 1 Specification Sections, apply to this Section.

1.2 Summary

- A. This Section includes requirements for the protection of indoor air quality during construction operations. For compliance with the objectives of indoor air quality, interior finish surfaces and the mechanical system shall also be protected from contamination.
- B. Related Sections include the following:
 - 1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
 - 2. Division 1 Section "Execution Requirements" for progress cleaning requirements.
 - 3. Division 1 Section "Temporary Facilities and Controls" for requirements for partitions isolating construction limits from the remainder of the facility.
 - 4. Division 1 Section "Project Closeout Requirements" for final cleaning requirements.
 - 5. Divisions 2 through 16 Sections for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.1 References

Comply with all of the guidelines applicable to Air Quality of each of the following standards. Where guidelines are not in full agreement, comply with the most restrictive:

- 1. ALA. "Guidelines for Design and Construction of Hospitals and Healthcare Facilities," 2001 Edition.
- 2. ASHRAE 62-2001.
- 3. SMACNA "Guidelines for Occupied Buildings Under Construction."
- 4. OSHA 29 CFR.
- 5. Interim Life Safety Requirements of JCAHO and Wisconsin Department of Health Services.

1.2 Submittals

- A. Before commencing with selective removal or construction work, Contractor shall prepare and submit a project specific Interior Air Quality Plan to the Owner's designated representative, receive the Owner's authorizing signature of acceptance, and shall have distributed copies to subcontractors and Architect onsite at the preconstruction meeting. An Interior Air Quality Plan is defined in the SMACNA reference listed in this Section, "REFERENCES". A project specific plan shall be established to protect health of construction workers, occupants in areas affected by construction operations, and occupants of the newly constructed project. The Interior Air Quality Plan shall include drawings indicating specific means and methods of achieving and sustaining control of

- indoor air quality including, procedures for containment, temporary enclosures, isolation vestibules, portable negative air filtration units, and exhaust fans.
- B. Contractor shall initiate and submit an Infection Control Construction Permit for each Work area to Owner's Risk Assessment Coordinator, at least two weeks prior to starting work. Owner's Risk Assessment Coordinator and Contractor shall determine required Interim Infection Control Measures by Class of Precaution. If more than one risk group will be affected, select higher risk group.
 - C. The Contractor shall submit periodic Test Reports summarizing measurements of both air samples and the sustaining of negative air pressure, taken on a periodic basis, as required to test for compliance with the requirements of the Indoor Air Quality Plan.
 - D. The Contractor shall submit monthly reports to the Architect, signed by the Owner, indicating compliance with the project specific Indoor Air Quality Plan along with the Applications for Payment.

PART 2 - PRODUCTS

1.1 Manufacturer's Products

- A. Portable Negative Air Filtration Units: Complete with pre-filters, final filters, pressure gauges and HEPA filtration (99.97% efficient at 0.3 micron particle size). Units shall be DOP tested and certified.
 - 1. Micro-Trap Inc. "MT-C" or approved equal.
- B. Air Pressure Monitor: as required to monitor differential pressure with a range between 0 to 0.5 inches, installed in NEMA rated enclosure, with all necessary wiring, transformers, relays, audio-visual alarm, manual switch, and manual reset switch. Monitor for negative pressure.
- C. Adhesive-Faced Contamination Control Mats with disposable sheets:
 - 1. Liberty Industries, "Tacky Mat" or approve equal.
- D. Temporary Prefabricated units:
 - 1. Fiberlock Technologies, Inc, "Kontrol Kube," including frame #6440, enclosure #6442, platform #6443, 87 CFM vacuum device and manometer, inspection window, and differential porthole.
- E. Polyethylene Sheets: ASTM D 4397, 6 mils thick, fire retardant type, with maximum penneance rating of 0.13 perm.
 - 1. Reef Industries Inc. "Griffolyn #T55 FR" or approved equal.
- F. Vapor-Retarder Tape: Fire retardant, pressure-sensitive tape of type recommended by polyethylene sheet manufacturer for sealing joints and penetrations.
- G. Disinfectant:
 - 1. Rochester Midland "Enviro-Care Neutral Disinfectant" or approved equal.

PART 3 – EXECUTION

3.1 General

- A. This Section includes making all reasonable efforts to protect indoor air quality and air quality of adjacent exterior areas, including but not limited to:
 - 1. Containment Area and Protection Area Controls.
- B. The Owner shall provide the Contractor with an assessment of health risks related to project specific scope to determine which Interim Infection Control Measures need to be complied with.

- C. Contractor shall notify the Owner at least two weeks prior to preparing a Containment Area or starting an activity outside of any Containment Area. Coordinate with Owner the keeping of doors to adjacent occupied spaces closed.
 1. Containment Areas: include areas of renovation construction within, or additions to, occupied facilities, adjacent staging and storage areas, and passage areas contractors, supplies and waste; including ceiling spaces above and adjacent to construction.
 2. Protection Areas: are interior occupied areas within facilities which are adjacent to Containment Area, either occupied or used for passage, as well as areas connected to construction area by mechanical system air intake, exhaust and ductwork.
- D. Prohibit occupancy of construction areas until completion of Interior Air Quality closeout procedures. Prior to Substantial Completion, submit documentation that the Interior Air Quality Control Plan has been complied with to the Owner's satisfaction including air quality test reports.

3.2 Containment Area and Protection Area Controls

- E. Dust-proof temporary partitions of one hour construction, to isolate containment areas from protection areas, are specified in Section 01500. Use specified tape to tightly seal entire perimeter joints.
- F. Access to containment area shall be limited to path determined by Owner's representative.
- G. Install floor mats on both sides of entrances to containment areas. Adhesive walk-off mats shall be placed at all doors exiting the construction area and carpeted walk-off mats shall be placed at all doors entering into a construction area. Carpeted walk-off dust mats shall be vacuumed at least twice per 8-hour shift and at the end of the workday. Any dust tracked outside of the construction area shall be vacuumed or damp-mopped immediately. Vacuum cleaners shall be outfitted with HEPA filters. Adhesive walk-off mats shall be changed daily, or more frequently as required, to maintain adhesive surfaces.
- H. Provide construction signs at entrances to containment area to control access.
- I. Provide isolation vestibules when determined necessary by Owner's Risk Assessment Coordinator. Personnel shall wear protective clothing if required by Owner's Risk Assessment Coordinator. If required, remove protective clothing in isolation vestibule before entering containment areas and put on protective clothing before entering protection area.
- J. Seal return air ducts and all other penetrations of boundary to containment area so they are dust tight.
- K. Store all construction material and equipment within boundary of containment area.
- L. Address required ceiling access in protection areas or occupied areas adjacent to boundaries of containment areas per referenced standards. It is the Contractor's responsibility to determine when a dustproof enclosure is required to protect an adjoining area; however, Contractor shall provide a dustproof enclosure whenever the Owner has identified a need to control airborne contaminants.
 1. When a dustproof enclosure is required, provide specified portable polyethylene enclosure and enclosing ladder and seal tight to ceilings, floors and walls with tape until ceiling access is secured.
 2. After ceiling access is no longer required, close openings immediately. Also remove polyethylene enclosure, near the end of each day. Thoroughly clean surfaces with Certified HEPA-filtered vacuum cleaners at the end of each day.

3. Protect people below ceiling work, from Contractor's operations including but not limited to falling objects, materials and fluids, as required. Handle fluids with caution. Provide safe working platforms and watertight barriers as required.

3.3 Ventilation and Filtration Controls

- A. Sustain negative air pressure of at least 0.01 inch water gauge within areas of construction operations relative to adjacent occupied spaces for 24 hours per day, full duration of construction phase. Connect to emergency power.
- B. Sustain a minimum of six air-changes per hour during installation of wet products such as adhesives, fluid applied coatings, etc.
- C. Ventilate areas of construction operations with 100 percent outside air for full duration of construction phase and as required after occupancy to purge building of residual airborne pollutants and off-gassing of furniture or equipment. Provide required make-up air, tempered and with sustained filtration with HEPA (99.97% efficient at 0.3 micron particle size) to avoid moisture of pollutants. Locate make-up air intakes to avoid polluted air. Provide local dedicated exhaust for high emission activities such as welding, roofing, etc.
- D. Re-circulation of air is prohibited within areas of construction operations for full duration of the project construction phase unless HEPA filtration (99.97%) efficient at 0.3 micron particle size) is sustained.
- E. Use direct exhaust fans that discharge to exterior of building(s) and filter air using 30% minimum filtration equipment specifically designed for this purpose. Exhaust shall not discharge near doors, operable windows, air intakes, or pedestrian walkways or gathering spaces.
- F. Mitigate emissions from Volatile Organic Compounds with activated carbon filtration if required.
- G. Replace filters as required to sustain effectiveness.

3.4 Source Controls

- A. Minimize emissions from VOC (Volatile Organic Compounds).
- B. Minimize generation of dust.
- C. Minimize off-gassing by factory aging of manufactured wood products, sheet goods, furniture and equipment, etc.
- D. Schedule dry-out times of products per manufacturer's recommendations.
- E. Prevent dampness within limits of construction.
- F. Use polyethylene moisture protection for materials stored or installed onsite that would otherwise have the propensity to absorb water.
- G. Sequence installation of fluid applied finish materials and adhesives early in the construction process. Install carpet and acoustical ceilings prior to the commissioning of the final building HVAC system.
- H. Remove selective removal material and dust in tightly sealed dump carts.
- I. Thoroughly clean surfaces with Certified HEPA-filtered vacuum cleaners.
- J. Remedy any biological contamination within limits of construction with specified disinfectant.

END OF SECTION

SECTION 01 52 50
CONSTRUCTION AIDS

1.1 Stairs, Ladders, Ramps, Runways, Scaffolds

- A. The subcontractor performing the work shall:
 - 1). Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work.
 - 2). Subcontractors can use the permanent stair system.
- B. Subcontractors requiring scaffolds shall provide their own and remove them on completion of the work. Underlay interior scaffolds with planking to prevent uprights from resting directly on the slab.

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SECTION 01 53 05
BARRICADES AND ENCLOSURES

1.1 Temporary Guardrails and Barricades

- A. All protection and safety barricades, devices, covers, etc., including at all roof areas, shall be provided by each subcontractor as it relates to the safe conduct of their work in accordance with all local, state, and federal regulations.

1.2 Temporary Partitions

- A. The Construction Manager shall provide the necessary temporary partitions for the control of dust and personnel. The temporary partitions shall be of metal studs 24" on center with drywall on both sides, running from the floor to the underside of the ceilings structural compartment.

1.3 Temporary Controls

- A. Barriers, fences and enclosures:
 - 1). The Construction Manager shall provide barricades and covered walkways required by governing authorities for protection of public rights-of-way or for access to the building.
 - 2). All subcontractors shall provide whatever items are necessary to protect vehicular traffic, stored materials, existing facilities and adjacent properties from damage due to their demolition or construction operations, or weather.
 - 3). The Construction Manager in agreement with the Owner may install temporary fence around the entire construction site. Any subcontractor removing the fence to complete their work, must move the fence back to its original state at the end of each working day. If an accident occurs at the project because the fence was not properly installed, that subcontractor will be responsible for all costs.
 - 4). The Construction Manager will provide the necessary materials to enclose the building for temporary heat purposes.

1.4 Enclosures

- A. Enclosures shall be provided by the subcontractor whose work requires them.
- B. When directed, move offices into suitable area in building. subcontractors shall provide and locate own office on site as directed by the General Contractor.

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SECTION 01 54 00
SECURITY

1.1 Watchmen

- A. Watchmen will not be provided by the Owner or the Construction Manager. Each subcontractor shall be responsible for loss or injury to persons or property where his work is involved, and shall provide such watchmen and take such precautionary measures as he may deem necessary.

1.2 Security

- A. Each subcontractor shall be responsible for and make good any loss or damage due to vandalism or robbery during construction.
- B. Each subcontractor shall be responsible for loss or injury to persons or property wherever his work is involved. Each subcontractor should take precautionary measures to secure materials, equipment and finished or in-progress work.

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SECTION 01 59 00
FIELD OFFICES

1.1 Field Offices

- A. The Construction Manager shall provide and maintain a temporary watertight office for their operations.
- B. Each subcontractor shall provide their own temporary field office and equipment as required. The location will be determined by the Construction Manager.

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SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Products.
 - 2. Transportation and handling.
 - 3. Storage and protection.
 - 4. Reuse of existing materials.
 - 5. Product options.
- B. Related Sections:
 - 1. Section 01 25 00 - Substitution Procedures.

1.2 PRODUCTS

- A. Provide interchangeable components by the same manufacturer for identical items.
- B. Do not use products containing asbestos or other known hazardous materials.
- C. Do not reuse materials and equipment removed from existing construction in completed Work, except as specifically permitted by the Contract Documents.

1.3 TRANSPORTATION AND HANDLING

- A. Coordinate delivery of Products to prevent conflict with Work and adverse conditions at site.
- B. Transport and handle Products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to ensure that Products comply with requirements of Contract Documents, are undamaged, and quantities are correct.
- D. Provide equipment and personnel to handle products by methods to prevent damage.

1.4 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturer's instructions with manufacturer's seals and labels intact and legible.
- B. Store Products on site unless prior written approval to store off site has been obtained from Owner.
- C. Store Products subject to damage by elements in weathertight enclosures. Maintain temperature and humidity within ranges required by manufacturer's instructions.
- D. Exterior Storage:
 - 1. Store fabricated Products above ground; prevent soiling and staining.

2. Cover products subject to deterioration with impervious sheet coverings; provide ventilation to prevent condensation.
 3. Store loose granular materials in well drained area on solid surfaces; prevent mixing with foreign matter.
- E. Arrange storage areas to permit access for inspection. Periodically inspect stored products to verify that products are undamaged and in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products specified by reference standard only:
1. Select any Product meeting the specified standard.
 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.
- B. Products specified by naming two or more acceptable Products: Select any named Product.
- C. Products specified by stating that the Contract Documents are based on a Product by a single manufacturer followed by the statement "Equivalent products by the following manufacturers are acceptable":
1. Select the specified Product or a Product by a named manufacturer having equivalent or superior characteristics to the specified Product and meeting the requirements of the Contract Documents.
 2. If the specified Product is not selected, submit Product Data to substantiate compliance of proposed Product with specified requirements.
 3. The specified Product establishes the required standard of quality.
- D. Products specified by naming one or more Products followed by "or approved substitute" or similar statement:
1. Submit a substitution request under provisions of Section 01 25 00 – Substitution Procedures for Products not listed.
 2. The specified Product establishes the required standard of quality.
- E. Products specified by naming one or more Products or manufacturers followed by the statement "Substitutions: Under provisions of Division 01 – General Requirements:
1. Submit a substitution request under provisions of Section 01 25 00 – Substitution Procedures for Products not listed.
 2. The specified Product establishes the required standard of quality.
- F. Products specified by naming one Product followed by the statement "Substitutions: Not permitted": Substitutions will not be allowed.
- G. Products specified by required performance or attributes, without naming a manufacturer or Product:
1. Select any Product meeting specified requirements.
 2. Submit Product Data to substantiate compliance of proposed Product with specified requirements.

END OF SECTION

SECTION 01 60 05
MATERIAL AND EQUIPMENT

1.1 Summary

- A. Delivery, storage and handling.

1.2 Products

- A. Products means new material, components, equipment, fixtures and systems forming the work. It does not include machinery or equipment used for the fabrication, conveyance, or installation of the work. Products may also include existing materials or components slated for reuse.
- B. Do not reuse materials or equipment removed from the premises unless specifically permitted or required by the contract documents.
- C. Standardization and uniformity is desired in all parts of the work. Wherever possible provide products of one manufacturer to simplify maintenance and spare parts inventories.

1.3 Transportation and Handling

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 Storage and Protection

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide no mixing with foreign matter.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

- G. The Owner assumes no responsibility for materials stored in building or on the site. The subcontractor assumes full responsibility for damage due to the storing of materials. This also includes Owner purchased materials.

END OF SECTION

SECTION 01 71 00
CLEANING

1.1 Description

- A. Work included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this section.

1.2 Cleaning Up

- A. It is the responsibility of each subcontractor to maintain the premises free of accumulations of waste materials, debris and rubbish caused by their operations or the operations of his sub-subcontractors.
- B. Each subcontractor shall remove their rubbish and debris from the building site promptly upon its accumulation, and in no case later than the regular Friday general cleanup.
- C. Remove all debris from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.
- D. Each subcontractor shall remove all waste materials, rubbish, debris, and mud caused by his/her employees from slab forms prior to the placement of concrete.
- E. Each subcontractor shall be responsible to remove from the site waste materials of suitable size and shape or weight to make use of dumpster type box unreasonable.
- F. The Construction Manager will provide containers for progress cleaning. Each Friday afternoon, and as required by the Construction Manager, each subcontractor shall perform an overall broom cleaning of appropriate areas. Each contractor on site to supply one person at 12:30 for afternoon clean-up.
- G. The Construction Manager will not provide any progress cleaning. All progress cleaning shall be the responsibility of each subcontractor.
- H. If a subcontractor fails to comply with the requirements, the Construction Manager shall perform the necessary clean-up and deduct the cost of such work from the compensation due or to become due said subcontractor.

1.3 Final Cleaning

- A. Other subcontractors shall perform a thorough cleaning of work and equipment provided under their contracts.
- B. Each subcontractor shall perform a thorough cleaning of all interior and exterior surfaces exposed to view. Remove temporary labels, spots, soil, stains, and foreign substances. Polish transparent, and glossy surfaces. Wash and polish hard surface floors and bases; vacuum carpeted and soft surfaces. Clean all equipment and fixtures: leave in a sanitary condition. Clean or replace all filters.

Clean roofs, gutters, downspouts, and drainage systems.

- C. If a subcontractor does not remove rubbish or clean the buildings as specified above, the Construction Manager reserves the right to have work done by others. The cost of work done by others will be deducted from monies due the subcontractor involved.

END OF SECTION

SECTION 01 73 00

EXECUTION

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 general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 1. Construction layout.
 2. Installation of the Work.
 3. Progress cleaning.
 4. Starting and adjusting.
 5. Protection of installed construction.

1.3 QUALITY ASSURANCE

- A. Manufacturer's Installation Instructions:
 1. Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
 1. For projects requiring compliance and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions:
 1. Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - a. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - b. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

- c. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report:
 - 1. Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements:
 - 1. Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements:
 - 1. Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions:
 - 1. Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 - Project Management and Coordination.

3.3 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.
 - 4. Maintain minimum headroom clearance of 96 inches in occupied spaces and 90 inches unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Where possible, select tools or equipment that minimize production of excessive noise levels.

- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 01 77 00 - Closeout Procedures for repairing or removing and replacing defective Work.

3.4 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F .
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - a. Use containers intended for holding waste materials of type to be stored.
 - 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 - Temporary Facilities and Controls.

- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 - Quality Requirements.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- C. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION

SECTION 01 74 19

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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 administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous **demolition and construction** waste.
- B. Related Requirements:
 - 1. Section 04 22 00 - "Concrete Masonry Unit" for disposal requirements for masonry waste.
 - 2. Section 04 73 01 - "Manufactured Stone Veneer" for disposal requirements for excess stone and stone waste.
 - 3. Section 31 05 00 - "Common Work Results for Earthwork" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- 1. Construction Waste: Building, structure, and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- 2. Demolition Waste: Building, structure, and site improvement materials resulting from demolition operations.
- 3. Disposal: Removal of demolition or construction waste and subsequent salvage, sale, recycling, or deposit in landfill, incinerator acceptable to authorities having jurisdiction, or designated spoil areas on Owner's property.
- 4. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 5. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 6. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 10 days of date established for the Notice to Proceed.

1.6 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. **[Distinguish between demolition and construction waste.]** Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of **[demolition] [site-clearing] [and] [construction]** waste generated by the Work. Use **[Form CWM-1 for construction waste] [and] [Form CWM-2 for demolition waste]** **<Insert Owner's form designation>**. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use **[Form CWM-3 for construction waste] [and] [Form CWM-4 for demolition waste]** **<Insert Owner's form designation>**. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work in compliance with [Section 024116 "Structure Demolition."] [Section 024119 "Selective Demolition."]
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - 6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there were no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use **[Form CWM-5 for construction waste] [and] [Form CWM-6 for demolition waste]** **<Insert Owner's form designation>**. Include the following:
 - 1. Total quantity of waste.
 - 2. Estimated cost of disposal (cost per unit). Include transportation and tipping fees and cost of collection containers and handling for each type of waste.
 - 3. Total cost of disposal (with no waste management).
 - 4. Revenue from salvaged materials.
 - 5. Revenue from recycled materials.
 - 6. Savings in transportation and tipping fees by donating materials.
 - 7. Savings in transportation and tipping fees that are avoided.
 - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. General: Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

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Construction Waste Management
And Disposal

1. Demolition Waste:
 - a. Asphalt paving.
 - b. Concrete.
 - c. Concrete reinforcing steel.
 - d. Brick.
 - e. Concrete masonry units.
 - f. Wood studs.
 - g. Wood joists.
 - h. Plywood and oriented strand board.
 - i. Wood paneling.
 - j. Wood trim.
 - k. Structural and miscellaneous steel.
 - l. Rough hardware.
 - m. Roofing.
 - n. Insulation.
 - o. Doors and frames.
 - p. Door hardware.
 - q. Windows.
 - r. Glazing.
 - s. Metal studs.
 - t. Gypsum board.
 - u. Acoustical tile and panels.
 - v. Carpet.
 - w. Carpet pad.
 - x. Demountable partitions.
 - y. Equipment.
 - z. Cabinets.
 - aa. Plumbing fixtures.
 - bb. Piping.
 - cc. Supports and hangers.
 - dd. Valves.
 - ee. Sprinklers.
 - ff. Mechanical equipment.
 - gg. Refrigerants.
 - hh. Electrical conduit.
 - ii. Copper wiring.
 - jj. Lighting fixtures.
 - kk. Lamps.
 - ll. Ballasts.
 - mm. Electrical devices.
 - nn. Switchgear and panelboards.
 - oo. Transformers.
2. Construction Waste:
 - a. Masonry and CMU.
 - b. Lumber.
 - c. Wood sheet materials.
 - d. Wood trim.
 - e. Metals.
 - f. Roofing.
 - g. Insulation.
 - h. Carpet and pad.
 - i. Gypsum board.
 - j. Piping.
 - k. Electrical conduit.
 - l. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.

- 7) Wood pallets.
- 8) Plastic pails.
- m. Construction Office Waste: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following construction office waste materials:
 - 1) Paper.
 - 2) Aluminum cans.
 - 3) Glass containers.

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
 - 1. Distribute waste management plan to everyone concerned within [three] <Insert number> days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged and recycled.
 - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. Comply with requirements in Section 024119 "Selective Demolition" for salvaging demolition waste.
- B. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- C. Salvaged Items for Sale and Donation: Not permitted on Project site.
- D. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.

3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner's storage area [on-site] [off-site] [designated by Owner].
 5. Protect items from damage during transport and storage.
- E. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- F. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- G. Plumbing Fixtures: Separate by type and size.
- H. Lighting Fixtures: Separate lamps by type and protect from breakage.
- I. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
- C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 4. Store components off the ground and protect from the weather.
 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor as often as required to prevent overfilling bins.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch (38-mm) size.
 1. Crush asphaltic concrete paving and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.
- B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
 1. Pulverize concrete to maximum 1-1/2-inch (38-mm) size.
 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
- D. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 1. Pulverize masonry to maximum 1-1/2-inch (38-mm) size.

- a. Crush masonry and screen to comply with requirements in Section 310500 "Common Work Results for Earthwork" for use as general fill.
 - b. Crush masonry and screen to comply with requirements in Section 329300 "Plants" for use as mineral mulch.
 - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- E. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- F. Metals: Separate metals by type.
 - 1. Structural Steel: Stack members according to size, type of member, and length.
 - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- G. Asphalt Shingle Roofing: Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- H. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- I. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- J. Metal Suspension System: Separate metal members, including trim and other metals from acoustical panels and tile, and sort with other metals.
- K. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
 - 1. Store clean, dry carpet and pad in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- L. Carpet Tile: Remove debris, trash, and adhesive.
 - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by carpet reclamation agency or carpet recycler.
- M. Piping: Reduce piping to straight lengths and store by material and size. Separate supports, hangers, valves, sprinklers, and other components by material and size.
- N. Conduit: Reduce conduit to straight lengths and store by material and size.
- O. Lamps: Separate lamps by type and store according to requirements in 40 CFR 273.

3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
 - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - 2. Polystyrene Packaging: Separate and bag materials.
 - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Wood Materials:
 - 1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - 2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean sawdust as organic mulch.
- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
 - a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.
- D. Paint: Seal containers and store by type.

3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged or recycled, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. General: Except for items or materials to be salvaged or recycled, remove waste materials and legally dispose of at designated spoil areas on Owner's property.
- C. Burning: Do not burn waste materials.
- D. Burning: Burning of waste materials is permitted only at designated areas on Owner's property, provided required permits are obtained. Provide full-time monitoring for burning materials until fires are extinguished.

END OF SECTION

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SECTION 01 75 00
NO SMOKING AND APPEARANCE OF CLOTHING

1.1 Description

- A. No smoking will be allowed on the project site. There are no exceptions to this rule. Any worker found smoking may be permanently removed from the project at the sole direction of the Construction Manager.

- B. All subcontractors are required to wear long pants, OSHA approved work shoes, and shirts with shirt sleeves. Sleeveless shirts, and pants with holes are not authorized for wear on the Owner's property. Furthermore, inappropriate or offensive clothing, including clothing that bears the advertising, trademarks, or logos of companies that produce tobacco, or alcoholic beverages is not permitted.

- C. The on-site superintendent for the Construction Manager will be the final arbiter on what is considered offensive and reserves the right to remove tradesmen from the project that do not comply with the rules listed above.

END OF SECTION

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SECTION 01 77 00
CLOSEOUT PROCEDURES

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 administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Requirements:
 - 1. Section 01 78 23 - Operation and Maintenance Data: Operation and maintenance manual requirements.
 - 2. Section 01 78 39 - Project Record Documents: Record Drawings, Record Specifications, and Record Product Data.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.4 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.6 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - a. Schedule of Maintenance Material Items: Prepare and submit schedule of maintenance material submittal items, including name and quantity of each item and name and number of related Specification Section. Obtain Architect's signature for receipt of submittals.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings for Owner reference.
 - 6. Complete final cleaning requirements.
 - 7. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Punch List Review: Submit a written request for Punch List review to determine Substantial Completion a minimum of 10 days prior to date the Work will be completed and ready for final Punch List review and tests. On receipt of request, Architect will either proceed with Punch List review or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after Punch List review or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
 - 1. Request a second Punch List review when the Work identified in previous Punch List review was incomplete.
 - 2. Results of the completed Punch List review will form the basis of requirements for final completion.

1.7 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final Punch List review for determining final completion, complete the following:
 - 1. Submit a final Application for Payment according to Section 01 29 00 - Payment Procedures.
 - 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion Punch List review of items to be completed or corrected, endorsed and dated by Architect.

Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit final completion photographic documentation.
- B. Punch List Review: Submit a written request for final Punch List review to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final Punch List review and tests. On receipt of request, Architect will either proceed with Observation review or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after Punch List review or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request a final Punch List review when the Work identified in previous observations was incomplete, is completed or corrected.

1.8 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization 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.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect.
 - d. Name of Contractor.
 - e. Page number.
 4. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.9 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- D. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
1. Submit on digital media acceptable to Architect.
- E. Warranties in Paper Form:
1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

- F. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting Observation for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - d. Remove snow and ice to provide safe access to building.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Sweep concrete floors broom clean in unoccupied spaces.
 - h. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - i. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - j. Remove labels that are not permanent.
 - k. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - l. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - m. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - n. Clean ducts, blowers, and coils if units were operated without filters during construction or that display contamination with particulate matter during Punch List review.
 - o. Clean luminaires, lamps, globes, and reflectors to function with full efficiency.
 - p. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 50 00 - Temporary Facilities and Controls.

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting Punch List Review for determination of Substantial Completion.

- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.
 - 1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.
 - 2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
 - 3. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - 4. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

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SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and maintenance documentation directory manuals.
 - 2. Emergency manuals.
 - 3. Systems and equipment operation manuals.
 - 4. Systems and equipment maintenance manuals.
 - 5. Product maintenance manuals.
- B. Related Requirements:
 - 1. Section 01 33 00 - Submittal Procedures: submitting copies of submittals for operation and maintenance manuals.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 CLOSEOUT SUBMITTALS

- A. Submit operation and maintenance manuals indicated. Provide content for each manual as specified in individual Specification Sections, and as reviewed and approved at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
 - 1. Architect will comment on whether content of operation and maintenance submittals is acceptable.
 - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operation and maintenance manuals in the following format:
 - 1. Submit on digital media acceptable to Architect and send by email to Architect. Enable reviewer comments on draft submittals.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect will return copy with comments.
 - 1. Correct or revise each manual to comply with Architect's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's comments and prior to commencing demonstration and training.

- E. Comply with Section 01 77 00 - Closeout Procedures for schedule for submitting operation and maintenance documentation.

1.5 FORMAT OF OPERATION AND MAINTENANCE MANUALS

- A. for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.
- B. Manuals, Paper Copy: Submit manuals in the form of hard-copy, bound and labeled volumes.
 - 1. Binders: Heavy-duty, three-ring, vinyl-covered, [loose-leaf] [post-type] binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name,[and] subject matter of contents[, and indicate Specification Section number on bottom of spine]. Indicate volume number for multiple-volume sets.
 - 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 - 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment. Enclose title pages and directories in clear plastic sleeves.
 - 4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
 - 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

1.6 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization of Manuals: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
 - 1. Title page.
 - 2. Table of contents.
 - 3. Manual contents.
- B. Title Page: Include the following information:
 - 1. Subject matter included in manual.
 - 2. Name and address of Project.
 - 3. Name and address of Owner.
 - 4. Date of submittal.
 - 5. Name and contact information for Contractor.

6. Name and contact information for Construction Manager.
 7. Name and contact information for Architect.
 8. Name and contact information for Commissioning Authority.
 9. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
 10. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

1.7 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY MANUAL

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals. List items and their location to facilitate ready access to desired information. Include the following:
1. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
 2. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
 3. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

1.8 EMERGENCY MANUALS

- A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- B. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
 2. Emergency instructions.
 3. Emergency procedures.
- C. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
 2. Flood.
 3. Gas leak.
 4. Water leak.
 5. Power failure.
 6. Water outage.
 7. System, subsystem, or equipment failure.
 8. Chemical release or spill.
- D. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

- E. Emergency Procedures: Include the following, as applicable:
 1. Instructions on stopping.
 2. Shutdown instructions for each type of emergency.
 3. Operating instructions for conditions outside normal operating limits.
 4. Required sequences for electric or electronic systems.
 5. Special operating instructions and procedures.

1.9 SYSTEMS AND EQUIPMENT OPERATION MANUALS

- A. Systems and Equipment Operation Manual: Assemble a complete set of data indicating operation of each system, subsystem, and piece of equipment not part of a system. Include information required for daily operation and management, operating standards, and routine and special operating procedures.
 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
 1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
 2. Performance and design criteria if Contractor has delegated design responsibility.
 3. Operating standards.
 4. Operating procedures.
 5. Operating logs.
 6. Wiring diagrams.
 7. Control diagrams.
 8. Piped system diagrams.
 9. Precautions against improper use.
 10. License requirements including inspection and renewal dates.
- C. Descriptions: Include the following:
 1. Product name and model number. Use designations for products indicated on Contract Documents.
 2. Manufacturer's name.
 3. Equipment identification with serial number of each component.
 4. Equipment function.
 5. Operating characteristics.
 6. Limiting conditions.
 7. Performance curves.
 8. Engineering data and tests.
 9. Complete nomenclature and number of replacement parts.
- D. Operating Procedures: Include the following, as applicable:
 1. Startup procedures.
 2. Equipment or system break-in procedures.
 3. Routine and normal operating instructions.
 4. Regulation and control procedures.
 5. Instructions on stopping.
 6. Normal shutdown instructions.
 7. Seasonal and weekend operating instructions.
 8. Required sequences for electric or electronic systems.
 9. Special operating instructions and procedures.
- E. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- F. Piped Systems: Diagram piping as installed, and identify color coding where required for identification.

1.10 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Systems and Equipment Maintenance Manuals: Assemble a complete set of data indicating maintenance of each system, subsystem, and piece of equipment not part of a system. Include manufacturers' maintenance documentation, preventive maintenance procedures and frequency, repair procedures, wiring and systems diagrams, lists of spare parts, and warranty information.
 - 1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 - 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranties and bonds as described below.
- C. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- D. Manufacturers' Maintenance Documentation: Include the following information for each component part or piece of equipment:
 - 1. Standard maintenance instructions and bulletins; include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
 - a. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
 - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
 - 3. Identification and nomenclature of parts and components.
 - 4. List of items recommended to be stocked as spare parts.
- E. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
 - 1. Test and inspection instructions.
 - 2. Troubleshooting guide.
 - 3. Precautions against improper maintenance.
 - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - 5. Aligning, adjusting, and checking instructions.
 - 6. Demonstration and training video recording, if available.
- F. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
 - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
 - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- G. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- H. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

- I. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

- J. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
 - 1. Do not use original project record documents as part of maintenance manuals.

1.11 PRODUCT MAINTENANCE MANUALS

- A. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

- B. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

- C. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.

- D. Product Information: Include the following, as applicable:
 - 1. Product name and model number.
 - 2. Manufacturer's name.
 - 3. Color, pattern, and texture.
 - 4. Material and chemical composition.
 - 5. Reordering information for specially manufactured products.

- E. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 - 1. Inspection procedures.
 - 2. Types of cleaning agents to be used and methods of cleaning.
 - 3. List of cleaning agents and methods of cleaning detrimental to product.
 - 4. Schedule for routine cleaning and maintenance.
 - 5. Repair instructions.

- F. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- G. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
 - 1. Include procedures to follow and required notifications for warranty claims.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

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 administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
 - 4. Miscellaneous Record Submittals.
- B. Related Requirements:
 - 1. Section 01 77 00 - Closeout Procedures for general closeout procedures.
 - 2. Section 01 78 23 - Operation and Maintenance Data for operation and maintenance manual requirements.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and one of file prints.
 - 3) Submit record digital data files and one set(s) of plots.
 - 4) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit three paper-copy set(s) of marked-up record prints.
 - 2) Submit PDF electronic files of scanned record prints and three set(s) of prints.
 - 3) Print each drawing, whether or not changes and additional information were recorded.
 - c. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit record digital data files and three set(s) of record digital data file plots.
 - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
 - 1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.

- D. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- E. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

1.4 RECORD DRAWINGS

- A. Record Drawings: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding photographic documentation.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations.
 - d. Revisions to routing of piping and conduits.
 - e. Revisions to electrical circuitry.
 - f. Actual equipment locations.
 - g. Duct size and routing.
 - h. Locations of concealed internal utilities.
 - i. Changes made by Change Order or Work Change Directive.
 - j. Changes made following Architect's written orders.
 - k. Details not on the original Contract Drawings.
 - l. Field records for variable and concealed conditions.
 - m. Record information on the Work that is shown only schematically.
 - 3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 - 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 - 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Architect. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
 - 1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 - 2. Format: DWG, Microsoft Windows operating system.
 - 3. Format: Annotated PDF electronic file with comment function enabled.
 - 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 5. Refer instances of uncertainty to Architect for resolution.
 - 6. Architect will furnish Contractor with one set of digital data files of the Contract Drawings for use in recording information.
 - a. See Section 01 31 00 - Project Management and Coordination for requirements related to use of Architect's digital data files.
 - b. Architect will provide data file layer information. Record markups in separate layers.

- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.
 - 3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
 - 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Architect.
 - e. Name of Contractor.

1.5 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders, Record Product Data, and Record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

1.6 RECORD PRODUCT DATA

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.
- C. Format: Submit record Product Data as annotated PDF electronic file.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

1.7 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as PDF electronic file of marked-up miscellaneous record submittals.

1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

1.8 MAINTENANCE OF RECORD DOCUMENTS

- A. Maintenance of Record Documents: Store record documents in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's reference during normal working hours.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 08 71 50

SECURITY SCREWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Work Included: Exposed fasteners in security doors and frames, and exposed fasteners used in fabrication of project components in detention areas shall be Security Screws as specified.

1.3 QUALITY ASSURANCE

- A. All security screws shall be operable by tools produced for use on the specified security screws by screw manufacturer or other fabricators licensed by the screw manufacturer.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Security screw head style and plating shall be selected as appropriate for installation requirements, strength and finish of adjacent materials except all screws in painted materials shall be stainless steel. Size and shape variations shall be such that no more than 12 different tools/wrenches are required for all security screws on project.
- B. Types Allowed: Pinned "Torx" head
- C. Diameter: No. 4 through 3/4-inch
- D. Material: Austenitic stainless steel as required for particular strength or finish.

2.2 MANUFACTURERS

- A. Security screws may be obtained through one of the following dealers:
 - 1. Mutual Screw and Hardware.
 - 2. Holo-Krome Company.
 - 3. Tamper-Pruf Screws, Inc.
 - 4. Molkenbuhr Enterprises, Inc.
 - 5. Safety Socket Screw Corporation
 - 6. Bryce Fastener Company, Inc.

2.3 TOOLS

- A. Provide one complete set of tools required for all security screws on project. Package each set in an individual kit and deliver to Owner's authorized representative.

PART 3 - EXECUTION

3.1 GENERAL

- A. Security screws shall be obtained by the manufacturer, supplier or installer of each component requiring their use.
- B. It shall be their collective responsibility to assure use of proper size and type of security screw for each required application and to coordinate with each other to assure that quantity of tools/wrenches required does not exceed specified maximum.
- C. Such coordination shall include sufficient provision of information to indicate tool and wrench quantities specified are not exceeded.

3.2 INSTALLATION

- A. Security screw installation shall be the responsibility of the contractor who installs the screws under normal installation conditions.

3.3 EXTRA STOCK

- A. Furnish not less than 1 box for each 50 boxes or fraction thereof, of each type and size of security fastener installed.

END OF SECTION

SECTION 08 88 53
SECURITY GLAZING

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:
1. Provide security glass products.
 2. Coordinate with work of other sections to ensure proper glazing tolerance for proper installation.
- B. Related Sections:
1. Aluminum Framed Entrances and Storefront 08 41 00.
 2. Bullet Resistant Transaction Window 08 56 13.
 3. Security screws; Section 08 71 50.
 4. Non-security glass and glazing; Section 08 80 00.
- C. Security Glass Types:
1. 5A Security 40-minute attack clear
 2. 5B Security 40-minute attack reflective
 3. 5C Security 40-minute attack translucent
 4. 6A Security 60-minute attack clear
 5. 6B Security 40-minute attack, 45-minute fire rated, clear
 6. 6C Not Used
 7. 6D Security 60-minute attack reflective

1.3 REFERENCE STANDARDS

- A. Federal Specification FS DD-G-451, except as otherwise specified with type, class, quality, style, kind and form, as specified.
- B. ASTM E-331, for weatherability.
- C. Ballistic and physical attack retention requirements for security glass products, specified in this Section.
- D. ASTM 1044, for abrasion resistance.
- E. ASTM F12, for "no-spall" ballistic glazing.
- F. ASTM F1915, Standard Test Methods for Glazing for Detention Facilities

1.4 QUALITY ASSURANCE

- A. The 2015 International Building Code (IBC), as modified by the State of Wisconsin Chapters SPS 361-366 - Commercial Building Code, governs the requirements for products, materials, components, and systems that are indicated on the Drawings and specified in the Project Manual.

- B. Glazier: Glazier shall have documentation of 5 years' experience installing security glass products similar to those specified in this project.
- C. Glass Manufacturer: Security glass manufacturer shall provide documentation of 5 years' experience in manufacturing security glass products similar to those specified on this project. Letter of certification required.
- D. Comply with technical reports by manufacturer of glass and glazing products as used in each glazing channel, and with recommendations of the Glazing Manual of Glazing Association of North America (GANA) except where more stringent requirements are indicated or specified.
- E. Each piece of glass shall be of domestic manufacturer, labeled with the manufacturer's name and the grade or quality grade. Labels shall remain intact until completion of work or until removal is directed.

1.5 SUBMITTALS

- A. Product Data and Samples: Submit in Accordance with Requirements of General Conditions.
- B. For security glass products, submit manufacturer's technical data describing products, and manufacturer's signed statement that such products meet the herein specified physical attack retention requirements.
- C. Submit (at least 8" square in size), of each glass type.
- D. Submit security screw samples, one of each size and type proposed for this work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Delivery:
 - 1. Deliver glass to project site cartoned or crated to provide protection during transit and project site storage.
 - 2. Deliver glass with manufacturer's labels intact.
 - 3. Deliver glazing components and sealants in manufacturers unopened, labeled container.
- B. Storage and Handling:
 - 1. Store glass in designated area, away from traffic and construction, in a manner not to cause distortion or damage.
 - 2. DO NOT remove labels until glass has been installed.
 - 3. Keep glass free from contamination by materials capable of staining or damaging glass.

1.7 WARRANTY

- A. Provide a warranty against delamination for all glass assemblies, extending for five (5) years after Final Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Approved Manufacturers:
 - 1. Security Type Glass: Chemically strengthened and laminated compositional sheets.
 - a. Global Security Glazing, Selma, AL, (800) 633-2513
 - b. North American Specialty Glass, (888) 785-5962
 - c. Oldcastle Glass., (866) 653-2278

d. SABIC Polymer Shapes, "Insulgard"

B. Glazing Material:

1. General Electric Co., "1200" Series Silicone Sealant.
2. Tremco "Proglaze" silicone sealant
3. Verify compatibility with primer, finish paints, glass and
4. Other glazing items to be used.

2.2 APPROVED EQUALS

- A. For security glass products, approved manufacturers are as specified above. Others seeking approvals as either a manufacturer of security glass products or a manufacturer of a bonded glass assembly shall submit approval requests no less than ten days prior to bid date. Submittals shall include the following:
1. Sample of each glass assembly or security glass product for which approval is sought.
 2. Manufacturer's pertinent literature including comprehensive, detailed description of products, fabrication and test results.
 3. Certified copies of test reports indicating that proposed substitution has undergone and passed all tests and retention criteria required of each as specified herein.
 4. List of all confinement type facility installations completed by firm within the last year. Include facility name, location, general contractor, architect and owner's representative, with respective telephone numbers and addresses.
 5. Approved manufacturers shall comply with all requirements of this section.

2.3 GENERAL

- A. Security glazing types as scheduled. Other glass products required for complete glass assemblies shall be as specified in Section 08 41 00 – Aluminum Doors and Framing Systems and Section 08 80 00 - Glass and Glazing.
- B. For each glass assembly installed, maximum overall warpage allowed is:
1. For length of span up to 36": +.063".
 2. For length of span 36" to 48": + .093".
 3. For length of span 48" to 60": + .141".
 4. For length of span over 60": + .187".
- C. The term warpage includes bow, cup and twist. In measuring the amount of warp present in a glass unit, the following method shall be used: Bow, cup and twist shall be measured by placing a straight edge, taut wire or string on the suspected concave face of the glass at any angle (i.e., horizontally, vertically, diagonally), with the glass in its installed position. The measurement of bow, cup and twist shall be made at the point of maximum distance between the bottom of the straightedge, taut wire or string and the face of the glass.

2.4 PRODUCT DESCRIPTION

- A. Chemically Strengthened Glass: Chemically Strengthened Glass shall have no less than an average modulus of rupture of 31,000 p.s.i.
- B. Plastic Sheets: Polycarbonate with impact strength and abrasion resistance as manufactured by G.E. Plastics or equal.
- C. Laminated Compositional Sheet Products:
1. Glass: Refer to primary and chemically strengthened glass requirements as related to properties of uncoated glasses making up laminated compositional sheet products.
 2. Interlayer: Provide glass fabricator's standard interlayer for laminating panes of glass with an ionomer core or with a polycarbonate core, with a proven record of showing no tendency to bubble, discolor, or lose physical or mechanical properties after laminating and installation.

3. Ionomer or Polycarbonate: Refer to appropriate product requirements relating to properties of ionomer compositional sheet products.
4. Laminating Process: Fabricate laminated sheets using laminator's standard process to produce units free from foreign substances and air bubbles.

2.5 SECURITY GLASS PRODUCTS

- A. (Note: See Section 08 41 00 and 08 80 00 for non-security glass types)
1. 5A Security 40 minute attack clear (ASTM F1915, Grade 2)
 2. 5B Security 40 minute attack reflective (ASTM F1915, Grade 2)
 3. 5C Security 40 minute attack translucent (ASTM F1915, Grade 2)
 4. 6A Security 60 minute attack clear (ASTM F1915, Grade 1)
 5. 6B Security 30 minute attack, 45 minute fire rated, clear (ASTM F1915, Grade 2)
 6. 6C Not Used
 7. 6D Security 60 minute attack reflective (ASTM F1915, Grade 1)
- B. Type 5A, 5B and 5C
1. Viracon "GuardVue 350"
 2. SABIC Insulgard "ICGCP 1316"
 3. Oldcastle, "ArmorProtect"
 4. Global Security Glazing, "Secur-Tem+Poly SP019"
- C. Type 6A and 6D
1. Viracon "GuardVue 500A"
 2. SABIC Insulgard
 3. Oldcastle, "ArmorProtect"
 4. Global Security Glazing, "Secur-Tem+Poly SP028"
- D. Type 6B
1. Global Security Glazing, "Inferno-Lite Ultimax 45"
 2. Approved equal

2.6 GLAZING MATERIALS

- A. Provide cleaners, sealers, primers, setting blocks, spacers, shims and other accessories made by or recommended by glass assembly manufacturers for conditions of installation in each case and as required by referenced standards.

2.7 BALLISTIC AND PHYSICAL ATTACK RETENTION REQUIREMENTS

- A. The following requirements shall be fulfilled for security glass products, as specified for each.
- B. Ballistic Attack Retention Requirement:
1. Mounting: Glass unit 18 inches by 96 inches shall be mounted in a security frame of approved design. Frame then shall be securely anchored, so as to not absorb any of the testing shock.
 2. Ballistic attack: UL 752 listed, Level 3 – 3 shots.
 3. Results: Glazing collapse at any time so as to allow edge disengagement will constitute failure. Penetration of any bullet will constitute failure.
- C. Physical Attack Retention Requirements (40 minutes) ASTM F1915 Grade 2:
1. Mounting: Glass unit 18 inches by 96 inches shall be mounted in a security frame of approved design. Frame then shall be securely anchored, so as to not absorb any of the testing shock.
 2. Physical and flame attack personnel: Five men will be allowed to attack the glass unit for 30 continuous minutes. At all times, at least one man will be attacking the unit. These men will be physically fit and between 185-250 lbs. in weight.
 3. Attack tools, attack sequence and duration: To be in following order:
 - a. 2 lb. claw hammer, claw end; 5 minutes

- b. Cold chisel/screwdriver; 5 minutes
 - c. 10 lb. sledgehammer; 5 minutes
 - d. Fire extinguisher dry chemical type for an NBC fire class with 4A-60BC UL rating; 5 minutes.
 - e. Propane burner of temp. approx. 2,200 degrees F. with tip of burner 4" from glass surface and with nozzle diameter as required to result in heat source approximately 1" in diameter; 5 minutes.
 - f. 4 lb. hammer; 5 minutes.
4. Results: Frame failure will not constitute glazing failure. However, if this happens, time will be stopped and glazing will be remounted. Glazing collapse at any time so as to allow edge disengagement will constitute failure. Any opening allowing a 10" cylinder to pass will constitute failure.
- D. Physical Attack Retention Requirements (60 minutes) ASTM Grade 1:
- 1. Mounting: Glass unit 18 inches by 96 inches shall be mounted in a security frame of approved design. Frame then shall be securely anchored, so as to not absorb any of the testing shock.
 - 2. Physical and flame attack personnel: Five men will be allowed to attack the glass unit for 60 continuous minutes. At all times at least one man will be attacking the unit. These men will be physically fit and between 185 and 250 lbs. in weight.
 - 3. Attack tools, attack sequence and duration: To be in following order:
 - a. 2-lb. claw hammer, claw end; 5 minutes
 - b. Cold chisel/screwdriver; 5 minutes
 - c. 10-lb. sledge hammer; 5 minutes.
 - d. ASTM A500 grade B 1-1/2" diameter pipe 3 feet long along with ASTM 36, 2" angle iron 3 feet long; 5 minutes.
 - e. ASTM A615 grade 60 deformed #8 rebar for concrete reinforcement, 3 feet long; 5 minutes.
 - f. 4" x 4" table leg/chair leg (oak) 3 feet long; 5 minutes.
 - g. Fire extinguisher dry chemical type for ABC fire class with 4A-60BC UL rating; 5 minutes.
 - h. 10 lb. sledge hammer; 5 minutes
 - i. Heated clothes hanger along with heated knife (10" blade from 1/4" thick cold chisel steel); 5 minutes.
 - j. Propane burner of temp. approx. 2,200 degrees F. with tip of burner 4" from glass surface and with nozzle diameter as required to result in heat source approximately 1" in diameter; 5 minutes.
 - k. 4-lb. hammer; 5 minutes
 - l. ASTM A500 grade B 3" diameter pipe 3 feet long or 1" x 1" angle iron 3 feet long; 5 minutes.
 - 4. Results: Frame failure will not constitute glazing failure. However, if this happens, time will be stopped and glazing will be remounted. Glazing collapse at any time so as to allow edge disengagement will constitute failure. Any opening allowing a 10" diameter cylinder to pass constitutes failure.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine the areas and conditions under which installation is to occur and document conditions detrimental to the proper and timely completion of the work. Work should not proceed until unsatisfactory conditions have been corrected by the appropriate trade.
- B. Prior to installation, meet at project site for purpose of reviewing products and installation methods selected, and procedures to be followed in performing the work.
- C. Distribute glass assemblies to installation locations immediately prior to installation, complying with all applicable product handling requirements. Coordinate timing of distribution.

- D. Remove applied glazing stops and their fasteners. Clean glazing channel, or other framing members to receive glass, immediately before glazing. Remove coatings which are not firmly bonded to the substrate. Remove lacquer from metal surfaces wherever elastomeric sealants are used. Apply primer or sealer to joint surfaces wherever recommended by sealant manufacturer.
- E. Protect glass assemblies from damage at all times during handling. Inspect immediately before installation and discard and replace glass assemblies if edge damage or face imperfections are observed, or if tong marks will be exposed when installation is completed.

3.2 INSTALLATION

- A. Glazing channel depths are intended to provide for adequate bite on the glass. The installer is responsible for correct glass size for each opening, within the tolerances and dimensions established and for informing frame fabricators of required glazing channel widths to allow proper glazing compound thickness.
- B. Install products; glass shall be bedded in glazing compound, back puttied, secured in place. Apply glazing compound uniformly, in straight lines, with clean cut corners, then secure glass with glazing stops and screws provided. Obtain detailed directions for stop installation from frame suppliers.
- C. Comply with combined recommendations of glass manufacturer and manufacturer of glazing compounds and other materials used in glazing, except where more stringent requirements are shown or specified and except where manufacturers technical representatives provide written directions.

3.3 CURE AND PROTECTION

- A. Cure glazing sealants and compounds in compliance with manufacturer's instructions and recommendations for particular conditions of installation in each case, to obtain high early bond strength, internal cohesive strength and surface durability.
- B. Protect glass and glazing sealants and compounds during the construction period, so that they will be without deterioration or damage at the time of Owner's acceptance.
- C. Prevent glass damage due to alkaline wash from uncured concrete surfaces and similar sources of possible damage.
- D. Remove and replace glass which is broken, chipped, cracked, abraded or damaged in other ways during the construction period.

3.4 CLEANING AND PROTECTION

- A. Cleaning:
 - 1. Remove excess glazing material from installed glass.
 - 2. Remove labels from surfaces as soon as installed.
 - 3. Remove debris from work site.
- B. Protection:
 - 1. Attach crossed streamers away from glass face.
 - 2. DO NOT apply markers to glass surface.
 - 3. Replace damaged glass.

END OF SECTION

SECTION 11 19 00

GENERAL REQUIREMENTS FOR DETENTION EQUIPMENT DETENTION EQUIPMENT CONTRACTOR (DEC)

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:
 - 1. Design, coordination, fabrication, assembly and installation of fully operational detention equipment as specified herein and in Sections 11 19 10 and 11 19 20. Coordinate with work of other Sections as required.
- B. Related Sections:
 - 1. Security Screws - Section 08 71 50.
 - 2. Security Glazing - Section 08 88 53.
 - 3. Conduit and wiring from control panels to locking devices except as specifically required by Sections 11 19 10 and 11 19 20; Division 28.

1.3 REFERENCE STANDARDS

- A. See Sections 11 19 10 and 11 19 20.

1.4 QUALITY ASSURANCE

- A. The 2015 International Building Code (IBC), as modified by the State of Wisconsin Chapters SPS 361-366 - Commercial Building Code, governs the requirements for products, materials, components, and systems that are indicated on the Drawings and specified in the Project Manual.
- B. One firm shall be responsible for providing all work as specified herein and in Sections 11 19 10 and 11 19 20, including composite submittals as described in section 1.04 of this Section. This firm is hereafter referred to in these Sections as the Detention Equipment Contractor (DEC).
- C. Furnish all required embedded items to providers of forms, concrete and masonry work. Include instructions for placement and ship as directed by the contractor. Review installation of embedded items and report status of installation to Architect one week prior to installation of equipment. Detention Equipment Contractor shall perform final field installation of detention doors, hardware, locking devices, glazing and other equipment.
- D. Verify construction details involving detention equipment products prior to shop drawing submission.
- E. Prior to installation, meet at project site for purposes of reviewing products and installation methods selected, procedures to be followed in performing the work, and coordination with other trades.

- F. Detention Equipment Contractor's Representative shall provide regular onsite inspection of work being done by the detention equipment installers. This shall happen once every two weeks during the construction stage when detention equipment is being installed, and at the direction of the General Contractor and/or Architect for Pre-Construction Meetings and Post-Construction Quality Assurance and Adjustments.
- G. Detention Equipment Contractor shall perform final field installation of all items pertaining to this Bid Package: 08 71 50, 08 88 53, 11 19 10, and 11 19 20.

1.5 SUBMITTALS

- A. Make submittals in accordance with the requirements of Division 01 General Requirements and the following Sections. Note that all submittals are to be submitted electronically.
 - 1. Submit operation and maintenance manual outline/table of contents at the same time as Package #1 below for review and approval.
 - 2. Submittals of work in Sections 11 19 10 and 11 19 20 shall be submitted as complete composite packages by the Detention Equipment Contractor. Partial or incomplete packages will be rejected. Packages #1 and #2 shall be delivered to the Architect in accordance with the approved submittal schedule. If the package is acceptable in completeness to review, the Construction Manager and the Detention Equipment Contractor's project Superintendent (and a representative of the firms preparing the submittals for work of 11 19 10 and 11 19 20, 08 71 50, 08 88 53 if different from the Detention Equipment Contractor,) shall meet with the Architect at the project site for the purpose of the first review of all submittals following their receipt and approval of completeness by the Architect. This review shall be attended by all parties. A final submittal review meeting will be held at the project site.
 - 3. The Composite Submittal packages contents are summarized below. See the submittal paragraph in Sections 08 71 50, 11 19 00, 11 19 10, and 11 19 20 for details and for those submittals not required in a composite package.
 - a. Package #1 - Detention Doors and Frames (Section 11 19 10).
 - 1) UL certificate of inspection for items and assemblies requiring a UL label for which only UL Construction can be provided. (See 11 19 10, 1.02, F,1).
 - 2) Shop drawings showing (See 11 19 10, 1.03-B,I):
 - a) Door Elevations
 - b) Frame Elevations
 - c) Glazing Types (Actual Thickness)
 - d) Glazing Stops (Removable Side)
 - e) Hardware locations
 - f) Electronic Mortar Boxes (Mounting Locations)
 - g) All reinforcements/connections
 - h) Grout Holes (Locations/Sizes)
 - i) Related Construction Details
 - 3) Wiring Diagrams:
 - a) Complete system wiring diagrams for all electric locks and controls shall be prepared and provided by the detention hardware manufacturer, and include lock functions, monitoring requirements, color coded conductor locations, and conductor connections.
 - 4) Method of installation including (See 11 19 10, 1.03-B):
 - a) Anchorage
 - b) Sequence of installation
 - 5) Plan drawing showing sides of removable stops (See 11 19 10, 1.03-B).
 - 6) Primer paint data (See 11 19 10, 1.03-C)
 - 7) Frame installation jiggging system See 11 19 10, 1.03-D)
 - 8) Welders Certification (See 11 19 10, 1.03-E)
 - 9) Door testing lab report (See 11 19 10, 1.03-F)
 - 10) Metal Body Putty Filler product data (See 11 19 10, 1.03-H)
 - 11) Security Screws (See 11 19 10, 1.03-J)
 - 12) Notarized letter (See 11 19 10, 1.03-G)
 - b. Package #2 - Detention Equipment Hardware/Keying Schedules (Section 11 19 20):
 - 1) Product data (See 11 19 20, 1.03-B)
 - a) Specifications

- b) Installation Instructions
- c) General recommendations
- 2) Sample of each hardware item (See 11 19 20, 1.03-C)
- 3) Hardware & Keying Schedules (See 11 19 20, 1.03-D, 1-3):
 - a) Keymarks
 - b) Lock Types
 - c) Key Access Sides
 - d) Quantities of Keys
- 4) Templates & Samples for Fabrication (See 11 19 20, 1.03 – E (1 & 2)).
- 5) Security Screws (See 11 19 20, 1.03-F)
- 6) Wiring Diagrams:
 - a) Complete system wiring diagrams for all electric locks and controls shall be prepared and provided by the detention hardware manufacturer, and include lock functions, monitoring requirements, color coded conductor locations, and conductor connections.

1.6 PRODUCT HANDLING

- A. Detention Equipment Contractor is responsible for all detention equipment materials handling to all required work areas.
- B. Conform to the applicable requirements of Division 01 "General Conditions and General Requirements" and the following:
 - 1. Delivery: Load products in such a manner that they may be transported and unloaded without being excessively stressed, deformed or otherwise damaged. Deliver products to product site cartoned or crated to provide protection during transit and project site storage. Move products to site storage location and/or installation locations as directed. Coordinate times of delivery and handling with Contractor. Time of delivery and installation of products to avoid delaying other trades whose work is dependent on or affected by such products, and to comply with protection and storage requirements.
 - 2. Storage: Protect products from corrosion and deterioration. Do not store products on or in the structure in a manner that might cause distortion or damage to the products or the supporting structures. Repair or replace damaged products or structures as directed.
 - 3. Markings: Tag all products with markings which show proper installation locations.
 - 4. Defective Products: Items found to be defective either through manufacturing, transit damage, field installation, etc. will be replaced within a three-week period. Special shipment and manufacturing arrangements must be arranged to accomplish this requirement.

1.7 WARRANTY

- A. In addition to Requirements of Contract Conditions, Detention Equipment Contractor shall extend correction period for one additional year (two years total) from the date of substantial completion.
- B. In addition to required Supplier/Manufacturers warranties Detention Equipment Contractor shall "warrant" products and installation by himself, his installers, manufacturers and product suppliers.

1.8 PATENTS

- A. Detention Equipment Supplier shall assume full responsibility and shall hold harmless and shall fully indemnify Architect, Owner or any of Owner's officers or agents, from all damage claims for patent right infringements and shall defend any suit brought against any or all of the parties aforesaid for infringement claims.

1.9 PROJECT CONDITIONS

- A. Prior to installation, meet at project site for purpose of reviewing products and installation methods selected, procedures to be followed in performing the work, and coordination with other trades as needed and as required by the Architect.
- B. Verify construction details involving detention equipment products prior to shop drawing submission.
- C. Time delivery and installation of products to avoid delaying other trades whose work is dependent on or affected by such products, and to comply with protection and storage requirements.
- D. Arrange for a securable storage and work area within the building to be available prior to detention equipment installation. Area shall be swept broom clean, adequately heated and lighted with all walls, roof and floor in place. Area shall include an additional room under lock and key to store detention hardware until installation is made.

PART 2 - PRODUCTS

2.1 MATERIALS, COMPONENTS, FABRICATION

- A. Comply with the requirements of Sections 11 19 10, and 11 19 20.

2.2 DETENTION EQUIPMENT CONTRACTORS

- A. Any Detention Equipment Contractor submitting a bid on this section of the specifications shall provide within three (3) days of opening of Bids a letter from the specified security hardware and locking device manufacturer stating that this firm is a factory trained, fully authorized installer of the cell and corridor locking devices and door locks for this project.

2.3 QUALITY ASSURANCE

- A. The following items must be submitted with bid:
 - 1. The DEC shall provide within three (3) days of opening of Bids, a complete DEC BID LIST FORM of your pre-approved suppliers/manufacturers for each section. Listing more than one may be grounds for bid disqualification. Failure to provide complete list with bid may be grounds of disqualification.
- B. A project specific letter from manufacturers (on their letterhead) for schedule requirements to be met by the DEC and manufacturer must be provided prior to execution of the contract between owner and contractor.
 - 1. A project specific letter from each manufacturer (on their letterhead) stating that upon successful Award of this bid the submittal package will be completed within six (6) weeks from written notice. This shall be completed for the following:
 - a. Security Door Hardware Schedule – Including wiring diagrams and templates
 - b. Security Hollow Metal Doors and Frames
 - c. Security Door Controls – Complete job specific drawings including wiring diagrams, risers, conduit distribution, etc.
 - d. Including anchorage and embed requirements
 - 2. A project specific letter from each manufacturer (on their letterhead) stating that upon Shop Drawing Approval the following conditions shall be met.
 - a. Shipment of Security Hollow Metal frames to begin within twelve (12) weeks with remaining frames to be delivered every two (2) weeks thereafter.
 - b. Shipment of all embedded items within four (4) weeks from receipt of notice to proceed.
 - c. Shipment of Security Doors within twelve (12) weeks

- d. Shipment of all other materials in a manner as not to negatively affect the construction schedule.
 - e. Approval of a firm as a DEC does not relieve that DEC from furnishing all materials from the manufacturers as herein specified.
- C. After receipt of complete shop drawing submittal package, the Architect shall have twenty-five business (25) days to review the shop drawings. At the end of that period, a fully staffed coordination meeting will occur at a location selected by the Architect, in order to be able to release all submittals for production. The manufacturers will then be required to meet the commitments of delivery listed in section 1.5, A, b, iii.
- 1. At a minimum those in attendance for this meeting will be the following:
 - a. Architect and Owner's Representatives
 - b. Corrections Specialist
 - c. General Contractor Representative
 - d. Detention Equipment Contractor
 - e. Security Hollow Metal Coordinator
 - f. Security Hardware Coordinator
 - g. Precast Sub Contractor
 - h. Representative for Security Glass
 - i. Security Door Controls Manufacturer
 - 2. Meeting is expected to take two (2) consecutive days and contain the following agenda items to be reviewed:
 - a. Detention Enclosure Locations
 - b. Location and type of Joint Sealants
 - c. Detention Doors and Frames
 - d. Metal Framed @ "AT" the Skylights
 - e. Detention Door Hardware
 - f. Security Glazing
 - g. Detention Meal Fabrications
 - h. Detention Furniture
 - i. Plumbing fixture types and locations
 - j. Light fixture type and locations
 - k. Security Electronics Design
 - l. Site Security
 - m. Site Fencing
 - n. Precast / masonry construction coordination.
- D. All materials and labor specified in this Section of the Specifications shall be furnished by a single qualified DEC who shall assume responsibility for the detailing, coordinating, erecting, performance, and warranty of this work, in accordance with this specification section.
- E. Non-pre-qualified Detention Equipment Subcontractors intending to submit a bid on the work specified in this section shall provide to the Architect the following information 10 days prior to bid date and shall be approved by addendum 7 days prior to bid date. Verbal approval will not be given. (Suppliers of Detention Equipment Products do not qualify as Detention Equipment Contractors.) Others seeking approval:
- 1. Provide a narrative and historical description of the firm from inception; including history of ownership, partnership, incorporation and/or other organizational information. Include information on the growth of the firm over time to include the number of employees, relocation(s) of the firm, major production equipment purchases and replacements. Use only the current corporate or business entity, intending on bidding and performing the work, should it be awarded the work.
 - 2. Provide a statement that the firm has been in business under its current name for a minimum of ten (10) continuous years.
 - 3. Provide a list of all current employees in supervisory and administrative capacity stating their area of responsibility and their years of experience in that capacity. DEC must be able to demonstrate that they have the resources to complete a Project of this scale and magnitude. All labor on site, shall be completed in accordance with the Project Labor Agreement. Employee credentials required for submittal,
 - a. Number of years as a full-time employee of the DEC.
 - b. Years of correctional experience by employee.
 - c. Project history and involvement with equivalent installations.

4. Submit a complete list of all projects completed under the DEC's current name.
 - a. Project Name, Owner, Contract Name, Address, and Phone Number
 - b. User Agency or Government Entity Name, Address and Phone Number
 - c. Architect and/or Engineer or Record Name, Address and Phone Number
 - d. General Contractor and/or Construction Manager Name, Address and Phone Number
 - e. Total Amount of the DEC's Contract
 - f. Completion Date
 5. Submit a list of 5 jobs that this corporation, under its current name has built in the last (5) year's comparable in size and construction built within the last (5) five years. Include in this list:
 - a. Project Name, Owner, Contract Name, Address, and Phone Number
 - b. User Agency or Government Entity Name, Address and Phone Number
 - c. Architect and/or Engineer or Record Name, Address and Phone Number
 - d. General Contractor and/or Construction Manager Name, Address and Phone Number
 - e. Total Amount of the DEC's Contract
 - f. Completion Date
 6. Submit a list of 5 jobs that this corporation, under its current name has built in the last ten (10) years comparable in size and construction that have been in continuous operation for a minimum of five 5 years. Include in this list:
 - a. Project Name, Owner, Contract Name, Address, and Phone Number
 - b. User Agency or Government Entity Name, Address and Phone Number
 - c. Architect and/or Engineer or Record Name, Address and Phone Number
 - d. General Contractor and/or Construction Manager Name, Address and Phone Number
 - e. Total Amount of the DEC's Contract
 - f. Completion Date
 7. Provide an audited financial statement from a recognized Certified Public Accounting Firm for the current fiscal year and the past three (3) past fiscal years, information will be returned at the completion of contract negotiations with the General Contractor.
 8. List the firm's business volume (dollar amount) for the last five (5) fiscal years.
 9. Provide a letter from an 'A' rated Surety company that your firm will be able to provide a 100% Performance/Payment Bond for this project if awarded the project, but not less than \$3 million dollars and that bonding will be allocated to this project if the bidder is successful.
 10. Submit a listing of all jobs in which Detention Contractor is presently and has been involved in litigation and the status thereof.
 11. Provide a factual list of any/all jobs that your firm has been involved in liquidated damages on delay damages were filed against your firm.
 12. Submit for approval the name of the detention equipment manufacturers you intend to purchase from. Submit a current letter from the detention hardware manufacturer stating that the Erector is a factory trained, fully authorized distributor and installer of their complete line of products.
 13. Submit a letter of intent to test each detention door as described under subparagraph heading Detention Door Testing.
 14. Fill out the information located at the end of this section and submit to Architect of Record.
- F. Code Compliance: The work of this section shall comply with the latest requirements of the Federal, State, and local codes or ordinances, and other agencies having jurisdiction. In the event of conflict, the more stringent requirements shall apply.
1. The work shall conform to applicable sections of the International Building Code (IBC), related sections of the Life Safety Code NFPA-101, and the National Electric Code NFPA-70.
 2. Fire-rated openings shall comply with NFPA Standard Number 80. Provide only hardware which has been tested and listed by Underwriters Laboratories for these openings.
- G. Field Welding
1. Welder Qualifications: Employ only welders and tackers who are qualified by American Welding Societies testing procedure.
 2. Quality: Repairing of defective welds by adding new material over the defects will not be permitted.
 3. Welds: Shall be of neat and clean appearance, and deep penetration in accordance with AWS. Joints shall be tight and true with members ground where necessary to assure a correct fit.

- H. Detention Door Testing: Upon completion of installation and before project is turned over to the Owner, the detention equipment manufacturer shall provide a factory representative to test each door. Each door shall be tested for correct installation, fit, finish and electric control if required. Upon completion of testing the manufacturer's representative shall turn over to the Architect a written account of each door with deficiencies noted. Notify the Architect at least three (3) days prior to inspection so arrangements can be made for Architects representative to be present.

2.4 DETENTION SPECIALIST

- A. Detention Specialist: Subject to compliance with requirements, engage one of the following detention specialists:
1. Stronghold Industries, Inc., Racine, WI.
 2. Noah Detention Construction, Niceville, FL
 3. CCC Group Inc.; Detention Systems Division.
 4. Cornerstone Detention Products Inc.
- B. Qualifications of Detention Equipment Contractors:
1. Provide a letter from the specified security hardware and locking device manufacturer stating that the installing contractors is a factory trained, fully authorized installer of the cell and corridor locking devices for this project within three (3) days of opening of Bids.
 2. Provide a statement letter from the Surety Company (that has an AM best "A15" rating) stating that a 100% Payment and Performance Bond will be supplied if selected as the successful Detention Equipment Contractor within three (3) days of opening of Bids.
 3. Qualifications shall be considered only from competent and reputable firms who specialize in this particular branch of work and who can demonstrate to the satisfaction of the Architect and Owner that they are fully capable of completing detention equipment work in accordance with requirements. Architect and Owner reserve the right to consider each request on merits of material furnished or otherwise at their disposal, and to reject any and all requests which are not in the Owner's best interest.
- C. Responsibilities:
1. Coordinate detention work.
 2. Furnish and install detention products and equipment indicated.
 3. Perform field quality-control services for detention work.
 4. Perform demonstration and training for detention work.
- D. Detention products and equipment to be furnished and installed by Detention Specialist include the following:
1. Detention doors and frames, including security glazing.
 2. Detention door hardware.
 3. Detention enclosures, including bar-grille assemblies woven-rod assemblies.

2.5 COORDINATION

- A. Coordinate detention work to ensure efficient and orderly installation and proper operation of each part of detention work. Coordinate detention work that depends on separate entities for proper installation, connection, and operation.
1. Develop special procedures required for coordination of detention work.
 2. Coordinate installation of different detention components to ensure maximum accessibility for required maintenance, service, and repair.
- B. Coordinate selection of detention products and equipment for compatibility.
- C. Assemble and coordinate Shop Drawings for detention work provided by separate entities responsible for detention work. Submit detention work submittals from all participants simultaneously, along with applicable Coordination Drawings.

- D. Coordinate sequencing and scheduling of detention work. Prepare a sub schedule to Contractor's Construction Schedule for detention work. Base sub schedule on Preliminary Construction Schedule. Secure time commitments for performing critical construction activities from separate entities responsible for detention work.
 - 1. Schedule construction operations in sequence required to obtain best results where installation of one part of detention work depends on installation of other components, before or after its own installation.
 - 2. Coordinate sequence of detention work activities to accommodate tests and inspections.
- E. Coordinate installation of anchorages and embedment's for detention work. Obtain and distribute, to parties involved, setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
 - 1. Check Shop Drawings of other work to verify that adequate provisions are made for locating and installing detention work to comply with indicated requirements.
- F. Coordinate type of security fasteners for detention work so no more than two different sets of tools are required to operate security fasteners for entire Project.
- G. Coordinate temporary facilities and controls required by detention work.
- H. Coordinate, schedule, and approve interruptions of existing utilities related to maintaining existing levels of security, including those necessary to make connections for temporary services.
 - 1. Provide information necessary to adjust, move, or relocate existing detention utility structures affected by detention work.
 - 2. Locate connection points to existing detention utility systems.
- I. Coordinate protection of detention work.
- J. Coordinate preparation of Project Record Documents for detention work and integrate information from entities responsible for detention work to form one combined record.
- K. Coordinate preparation of operation and maintenance manuals for detention work and integrate information from entities responsible for detention work to form one combined record.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Examine the areas and conditions under which installation is to occur and document conditions detrimental to the proper and timely completion of the work. Installation should not proceed until unsatisfactory conditions have been corrected.
- B. Protect adjacent surfaces while installing products against damage and stains. Prepare same to provide correct installation of Detention Equipment.
- C. Ascertain location and arrangement of anchorage required to accommodate work; coordinate with other trades where necessary to make provisions for installation.
- D. Furnish setting drawings, diagrams, templates, instructions, and directions for installation of all products. Coordinate delivery of such products to project site.
- E. Distribute all items to installation locations immediately prior to installation, complying with all applicable product handling requirements. Coordinate timing of distribution.
- F. Coordinate with other trades for proper location of roughing in services and service connections specified elsewhere.

3.2 INSTALLATION

- A. Securely place products in locations required. Install in alignment, free from warp, twist or distortion, plumb, level and true. Comply with reviewed shop drawings, manufacturer's instructions and recommendations for both handling and installation of the products for particular conditions of installation in each case, except where more stringent requirements are indicated or specified, or where project conditions require extra precautions or provisions for satisfactory performance of work. Where printed instructions are not available or do not apply to project conditions, consult manufacturer's technical representative for specific recommendations before proceeding. Do not install products which are observed to be defective.
- B. Swinging door frames, borrowed lite frames and embeds may be installed by the building works contractor with the written approval of the detention equipment supplier/erector. All work shall be approved by the detention equipment supplier/erector.
- C. Perform cutting, drilling and fitting required for installation of detention equipment.
- D. Set work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels with lines visually parallel. Detention frames to be set by Detention Equipment Contractor and grouted solid by Masonry Contractor.
- E. Cut necessary holes for installation of other work in detention equipment; comply with templates or detail drawings furnished by other trades prior to fabrication and installation of detention work.
- F. Comply with AWS code for procedures of manual shielding metal arc welding, appearance and quality of welds made, and methods used in correcting welding work. Where surfaces are to be exposed to view, grind welds smooth; finish holes, defects and other imperfections so surfaces will be smooth when painted. Partially welded metal to metal joints exposed shall be filled with metal body putty and ground smooth prior to painting.
- G. Field welding or other field attachment of metal assemblies to embedded anchorages shall be accomplished by Detention Equipment Contractor. Where metal assemblies are to be set into concrete or concrete unit masonry, brace such assemblies. Where adjustable anchors are required, furnish anchors to provider of concrete unit masonry work for setting. Concrete unit masonry contractor shall also grout these frames, including intermediate mullions or tubular elements (provide grouting and curing instructions). Where assemblies are to have non-adjustable anchors, or expansion anchors, or where anchorage must be preset prior to setting frames in substrate, anchorage attachment to assemblies shall be by Detention Equipment Contractor. Detention Equipment Contractor to furnish embeds for all sliding door openings to Masonry Contractor for installation. Prior to installations of detention equipment, D.E.C. will verify proper location of embeds.
- H. Install sealants and/or epoxy sealants around frame edges as indicated conforming to Division 03 and Division 07 requirements.

3.3 FIELD QUALITY CONTROL

- A. Detention Equipment Contractor shall provide written approval of installation of all products specified in Sections 11 19 10 and 11 19 20, upon completion. Transmit copy of written approval to the Architect.
- B. Device manufacturer and lock manufacturer shall send a factory technician to the job-site who shall provide written certification, on company letterhead, that all sliding corridor and cell devices and locks are installed properly, upon completion transmit copy of certification to the Architect and Owner.

3.4 ADJUSTMENT, REPAIRING

- A. When connections to electrical power are made, test all electrically operating or sensing items and adjust as required to provide proper functions.

- B. Adjust and lubricate moving parts to operate smoothly and quietly, without binding.
- C. Work shall be free from scratches, dents, permanent discolorations and other defects; remove and replace damaged parts, surfaces with imperfections, or damaged during installation or thereafter before time of final project acceptance.

3.5 PROTECTION, CLEANING

- A. Comply with Division 01 requirements.
- B. During installation, protect adjacent surfaces and detention equipment from damage. Work shall be free from scratches, dents, permanent discolorations and other defects; remove and replace damaged parts, surfaces with imperfections, or damaged during installation or thereafter before time of final project acceptance.
- C. Remove all non-permanent labels, non-permanent protective coatings and identifying marks, and thoroughly clean all surfaces, remove foreign materials prior to inspections intended to set date of substantial completion. Clean concealed work similarly, prior to enclosure.
- D. During installation, maintain storage and work area, and installation locations, in neat, orderly, broom clean condition.
- E. Detention Equipment Contractor shall advise Contractor of required procedures for protection of completed detention work. Advice shall extend through period of installation of other work near detention work, and also through remainder of construction period, for the purpose of assurance that detention equipment will not be damaged.

3.6 EXTRA STOCK/SPARE PARTS

- A. Provide quantities indicated in Sections 11 19 10 and 11 19 20.
- B. Deliver to location directed by the General Contractor cartoned to provide protection during transit and storage. Obtain receipt when delivered and forward copy to Architect.

3.7 OPERATING INSTRUCTIONS AND MATERIALS

- A. Provide operating/maintenance manuals and instructions for all 11 19 00, 11 19 10 and 11 19 20 requirements. Include complete listing of spare parts furnished under equipment work (with re order part numbers and re order procedures), a list of contact persons (including addresses, phone numbers) for both routine and emergency advice, and a schedule for all maintenance activities required for each appropriate item provided.
- B. Include graphic and narrative descriptions of all equipment defining parts and their assembly; function; trouble shooting situations and repair options, maintenance, replacement, and adjustment instructions.
- C. Provide a representative approved by Architect, who is knowledgeable in operation of detention equipment, and who has thorough knowledge of its mechanisms, for an onsite instruction and training period involving owner's designated personnel. Representative must be capable of training personnel in the adjustment and operation of detention equipment including pertinent safety requirements, and instructing maintenance personnel in its operation, repair, and upkeep. Instruction shall be given during the first work week after the system has been accepted and turned over to the Owner for regular operation, except if detention equipment adjustment and/or repairs are required for its use. In such cases, training sessions are not to occur until such adjustments and/or repairs are satisfactorily completed. Also, onsite instruction and training period will not exceed three 8 hour days in length.

- D. During the warranty period, if significant changes or modifications take place in the equipment or system, additional instruction shall be provided at no cost to the Owner (unless such changes or modifications are Owner initiated) to acquaint the operating personnel with the changes or modifications.
- E. The object of the provided operating/maintenance manuals, training materials and instruction periods shall be to communicate a total understanding of operations and maintenance of all detention equipment included in the work. Submit proposed operating/maintenance materials and training materials for Owner approval. Coordinate with Owner to review materials and instruction periods, to assure owner instruction and information requirements will be met. Obtain approval prior to scheduling training sessions.

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SECTION 11 19 10

DETENTION DOORS & FRAMES

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:
1. Power operated locking devices, power sliding door operators, control cabinet and manual release system with all necessary appurtenances and other related items necessary to complete the work indicated on the drawings and as described in the specifications.
 2. Detention type "swing" and "sliding" door of all types, and all related items necessary to complete the work indicated on the drawings, and as described in the specifications.
 3. Detention type frame of all types including borrowed lite types, and all related items necessary to complete the work indicated on the drawings, and as describe in the specifications.
 4. Provide and install security screen doors and fixed panels complete with all anchorages required for a complete installation.
- B. Related Sections:
1. Glass and Glazing – Section 08 80 00.
 2. Security Glazing – Section 08 88 53.
 3. Security Screws - Section 08 71 50.
 4. Painting and Finishing – Section 09 90 00.
 5. General Requirements for detention equipment and related work noted therein - Sections 11 19 00 and 11 19 20.
 6. Conduit and wiring, from control panels to locking devices, electrical controls and terminations for electrically operating detention equipment hardware except as specifically required by Sections 11 19 10 and 11 19 20: This work to be performed by Division 26.

1.3 REFERENCE STANDARDS

- A. Comply with the following except where more stringent requirements are required.
1. AWS D1.1 "Structural Welding Code."
 2. ASTM A366 "Steel Sheet, Carbon, Cold Rolled, Commercial Quality."
 3. ASTM A36 "Structural Steel."
 4. ASTM A501 "Hot Formed Welded and Seamless Carbon Steel Structural Tubing."
 5. ASTM A525 "Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, General Requirements."
 6. ASTM A526 "Steel Sheet, Zinc Coated (Galvanized) by the Hot Dip Process, Commercial Quality."
 7. ASTM A569 "Steel, Carbon, (0.15 Maximum, Percent) Hot Rolled Sheet and Strip, Commercial Quality."
 8. ASTM A568 "Steel, Carbon and High Strength Low- γ Alloy Hot Rolled Sheet, Hot Rolled Strip, and Cold Rolled Sheet."

1.4 QUALITY ASSURANCE

- A. The 2015 International Building Code (IBC), as modified by the State of Wisconsin Chapters SPS 361-366 - Commercial Building Code, governs the requirements for products, materials, components, and systems that are indicated on the Drawings and specified in the Project Manual.
- B. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."
- C. Qualifications for Welding work:
 - 1. Qualify welding processes and welding operators in accord with AWS "Standard Qualification Procedure."
 - 2. Provide certification that welders to be employed in work have passed AWS qualification tests within previous twelve months. If recertification of welders is required, retesting will be Detention Equipment Contractor's responsibility.
- D. When possible, take field measurements prior to preparation of shop drawings and fabrication to ensure proper fitting of the work. Otherwise, indicate field measurements on reviewed shop drawings.
- E. Furnish inserts and anchoring devices which must be set in concrete or built into masonry for installation of products. Coordinate delivery with other work to avoid delay.
- F. Shop Assembly: Preassemble products in shop to greatest extent possible to minimize field splicing and assembly. Disassemble products only as necessary for shipping and handling limitations. Clearly mark products for reassembly and coordinated installation.
- G. Fire Rated Assemblies:
 - 1. Wherever a fire rating is scheduled for a metal detention equipment assembly, provide fire-rated assembly (**complete with all products required**) investigated and tested as a fire door assembly, complete with type of hardware to be used. Identify each fire door and frame with UL Labels, indicating applicable fire rating. UL Certificate of Inspection indicating that each assembly has been constructed with materials and methods equivalent to requirements for labeled construction of the Underwriters' Laboratories will be accepted in lieu of labeling if labeling cannot be provided. Submit copies of such certificates to Architect.
 - 2. Construct and install assemblies to comply with NFPA Standard No. 80, and as herein specified.
- H. Smoke-Control Detention Doors: Install according to NFPA 105. **Provide all required hardware including jamb seals, head seals, closers and sweeps.**
- I. Preinstallation Conference: Conduct conference at project site.

1.5 SUBMITTALS

- A. Make submittals in accordance with the requirements of Division 1 General Requirements and Section 11 19 00. Note that all submittals are to be submitted electronically per Construction Managers direction. An asterisk (*) indicates items required in composite package. See 11 19 00 for a summary list of composite submittal packages.
- B. *Submit "composite" type shop drawings showing complete details of construction including glazing, glazing stops, doors, frames, all hardware and electronic products whether included as detention equipment or otherwise, reinforcements, joints, connections and all other related types of construction. Indicate on plan drawings the sides of glazed frames and doors where applied glazing stops are intended to be set. Also include methods of installation including anchorage, and include diagrams showing the sequence of installation. Shop drawings that are non-conforming to the above will be rejected.
- C. *Submit data defining proposed primer paints; include descriptions of equivalence to types specified and written confirmation that selected primer paints are compatible with finish paints and base materials.
- D. *Submit frame installation jiggling system.

- E. *For information and record, submit copies of welder's certification.
- F. *Submit an independent testing laboratory report certifying the following minimum performance of manufacturer's typical flush prison door:
 - 1. Test "A" Static Load Under centrally applied load of 14,000 lbs (660 lbs. per square foot) at quarter points the maximum permitted deflection of 0.58" with a rebound of 0.015" after release of load.
 - 2. Test "B" Rack Test Under a concentrated load of 7,500 lbs on one unsupported corner of door the maximum deflection shall not exceed 3.5" without failure.
- G. *Submit notarized letter certifying that material and fabrications proposed comply with the specifications.
- H. *Submit metal body filler product data.
- I. *Submit drawings of mortar boxes provided in hollow metal for all low voltage items. Also, submit evidence these have been coordinated with the Supplier of devices which are to mount on/in these mortar boxes.
- J. *Submit security screw samples, one of each size and type proposed for this work.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of Section 11 19 00 -"General Requirements for Detention Equipment."

1.7 WARRANTY

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

1.8 PATENTS

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

1.9 PROJECT CONDITIONS

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

PART 2 - PRODUCTS

2.1 MATERIALS REQUIRED

- A. Hot Rolled Steel Sheets: ASTM A1011/A 1011M, carbon steel, commercial quality, pickled and annealed.
- B. Cold Rolled Steel Sheets: ASTM A 1008/A 1008M carbon steel, commercial quality, pickled and annealed.
- C. Galvanized Steel Sheets: ASTM A525 carbon steel, zinc coated (Galvanized) by the Hot Dip Process, general requirements.
- D. Channels, Angles, Flat Bars, Steel Plate: ASTM A36 steel.
- E. Steel Tubular Products: ASTM A500, grade B; 46,000 psi yield point required.

- F. Security Screws: Provide security screws as specified in Section 087150.
- G. Welding Electrodes: Select according to AWS specifications for metal alloy welded.
- H. Metal Primer Paint: Weldable metal primer as follows:
 - 1. Shop primer: (Interior an Exterior locations) Refer to primer as scheduled in Section 09 90 00 – Painting and Finishing, Part 2.01, E. Exterior Metal Primer, verify compatibility with the required finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified elsewhere.
- I. Epoxy Filler: Bondo or accepted epoxy filler.
- J. Weld Studs: TRW Nelson Division "headed" studs; weld to steel plates.
- K. Frame anchor type A: Loops of type indicated and spaced as detailed; weld to 12 ga. galvanized steel plates formed as required.
- L. Frame anchor type B: Steel Plate of type indicated and spaced as detailed; weld to steel strap attached to the frame form as required.
- M. For Expansion Bolts Concealed From View: FS FF S-325, group II, type 4, class 1 wedge type expansion anchors with FS OQ Z 325C, type I, class 3 plated finish. Provide each anchor complete with bolt, expansion sleeve, hex nut, washer; 5/8" dia. size required with length as required for 2 3/4" minimum embedment depth.
- N. Detention Equipment Hardware: See Section 11 19 20.
- O. Electrical Conduit:
 - 1. Raceways: Rigid metal conduit and intermediate metal conduit (IMC) shall be steel, galvanized inside and outside and shall be as manufactured by Republic Steel, Triangle, National or approved equal. Minimum 3/4" trade size conduit shall be used. Minimum 1/2" trade size conduit may be used incorporating wiring for one device. EMT conduit may be used in lieu of IMC conduit.
 - 2. Raceway fittings: Fittings for steel conduit shall be galvanized or cadmium plated. Fittings for rigid conduit and IMC shall be threaded couplings shall be galvanized steel. Locknuts and bushings shall be steel or malleable iron. Fittings for EMC conduit shall be compression type.
- P. Lock Keys: See Section 11 19 20 "Detention Equipment Hardware".

2.2 HOLLOW METAL ASSEMBLY SUPPLIERS

- A. Approved Hollow Metal Assembly Suppliers:
 - 1. Habersham Metal Products Co.; Cornelia GA.
 - 2. Trusbilt Inc.; St. Paul, MN.
 - 3. Sweeper Metal Fabricators, Drumright, OK.
- B. Others seeking approval as a Hollow Metal Supplier are to make substitution requests in accordance with the requirements of the Contract, and which include the following:
 - 1. Submit evidence that firm has a minimum of ten years (10) experience in successfully completing projects of equal scope and magnitude with products as specified herein. Such evidence shall consist of a list of not less than five (5) projects which have been in actual and satisfactory use for not less than five (5) years. Provide a list of contacts at each facility, addresses and phone numbers.
 - 2. Provide a list of all projects in the past five (5) years in which the proposed firm has been involved in litigation with a city, county, state, or federal government agency and the status thereof.
 - 3. Furnish frame corner sections of door and window frame for review. Provide 2-12" corner, sample frames.
 - 4. Submit copies of welder's certification.

5. Submit an independent testing laboratory report certifying the following minimum performance of the manufacturer's typical 3 ft. x 7 ft. flush prison doors:
 - a. Test "A" - Static Load: Under centrally applied load of 14,000 lbs. (660 lbs per square foot) at quarter points the maximum permitted deflection of 0.58" with a rebound of 0.015 after release of load.
 - b. Test "B" - Rack Test: Under a concentrated load of 7,500 lbs. on one unsupported corner of door the maximum deflection shall not exceed 3.5" without failure.
- C. Requests shall be considered only from competent and reputable firms who specialize in this particular branch of work and who can demonstrate to the satisfaction of the Owner that they are fully capable of completing detention equipment work in accordance with requirements. The Owner reserves the right to consider each request on merits of material furnished or otherwise at his disposal, and to reject any or all requests which are not in the Owners best interest. The Owner's decision in this matter is final and incontestable. Hollow Metal Supplier accepted for bidding on this project will be announced by addendum before bid date. Bids received from others not named by addendum will be deemed non-responsive.

2.3 FABRICATION

- A. General Workmanship: Use only materials of size and thickness as indicated which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness; work to dimensions indicated or accepted on shop drawings. Form exposed work true to line and level with accurate corners and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise noted.
- B. Hardware Preparation: Templates, hardware schedules to be furnished by Section 11 19 20 suppliers. Prepare Section 11 19 10 products to accept all required hardware properly.
- C. Painting: Shop paint all metal work, except members or portions of members to be embedded in concrete or unit masonry. Prepare galvanized frames as required to accept paint. Remove scale, rust and other deleterious materials before applying shop coat; comply with Steel Structures Paint Council (SSPC) "SP 3 Power Tool Cleaning (for field welds only) or SP 7 Brush Off Blast Cleaning" requirements. Immediately after surface preparation, brush or spray on primer in accord with manufacturer's instructions and at a rate to provide total uniform dry film thickness of 2.0 mils.; use painting methods which will result in full coverage of joints, corners, edges and exposed surfaces.
- D. Applied Glazing Stops: For all types, provide as indicated; form using 12 ga. hot rolled steel sheet except where angle types are required. "Notch or corner" or mitered corner design is required. Obtain all necessary tolerances for glass and glazing from suppliers. Provide to secure to frames using security screws; space 2" from each applied stop corner and uniformly spaced on not greater than 8" o.c. Coordinate placement of stops. Ship frames to project site with stops secured with security screws (plus 10% spare). Provide instructions for proper stop installation to the installer of Section 08 80 00 and 08 88 53 products and, when acceptable, approve such installation in writing.
- E. Fixed Glazing Stops: For all types, provide as indicated; form using 1/8" hot rolled steel sheet except where angle types are required. "Notch or corner" or mitered corner design is required. In either case corners shall be fully welded and ground smooth so as to make a one piece stop. Obtain all necessary tolerances for glass and glazing from glazing supplier. Provide stops welded to frames; space welds 2" from each stop corner and uniformly spaced on not greater than 8" o.c.

2.4 HOLLOW METAL ASSEMBLY REQUIREMENTS

- A. The following are in addition to general fabrication requirements above.
- B. Metal Frames:
 1. General: Provide styles as indicated/ scheduled and that comply with requirements indicated/specified.
 2. Form all frames using hot rolled steel sheets, except galvanized at all exterior or wet applications.

3. Form plate covers using steel plate in thickness as required. At steel plate covers, accurately form joints and continuously weld; grind to smooth uniform finish.
 4. Fully welded frame construction required.
 5. At frame corners, miter design required which also is continuously welded on both backside and face side of frame with face side ground smooth for invisible joint.
 6. At mullion (either vertical or horizontal) intersections, reinforce joints with concealed "clip" angles (or other acceptable shapes) of the same metal thickness as frames and welded to frame members. Also, at mullion (either vertical or horizontal) intersections, accurately form joints and continuously weld; grind to smooth uniform finish.
 7. As shown on drawings, provide electrical conduit/raceway where two or more electrical devices in the individual frame are scheduled, or where conduit in the frame is required from stub out location to any device's mortar box that cannot be properly field accessed. Provide separate conduit/raceway where audio signal wire is to run in frame. Coordinate conduit placement with the work of Division 26 and 28.
 8. For electrical devices that are not detention equipment hardware but are required in frame, provide properly sized cut outs for the devices, mortar boxes (22 ga. minimum) with access for conduit/raceway, and tapped holes for device and/or device cover plate attachment, with internal protection so fasteners seat properly when frame is grouted full.
 9. Hinge reinforcement of 3/16" x 1 1/2" x 9" steel plate, drilled and tapped at factory for mortised hinges, welded to 1/8" angle reinforcing and frame face. Fill spaces between frame face and hinge reinforcement with steel strips welded.
 10. Lock bolt keepers: Minimum 14 ga. galv. steel with 1/8" steel backup at lock bolt.
 11. Applied glazing stops: Drill and tap to receive security screws. Protect inside of frame to assure complete screw penetration when frame grouted full, with plastic cups, mortar boxes or "styrofoam" blocks.
 12. Floor clips: Minimum 12 ga. angle clips, drilled for expansion bolts, welded to bottom of each jamb.
 13. Pockets for prison locks: Provide in each frame where jamb mounted prison locks are used, with min. 3/16" thick steel plate cover to protect locking device; secure cover with security screws. Anchor locks to frame in accord with lock manufacturer's instructions and recommendations for particular conditions of installation in each case.
 14. Provide steel spreaders temporarily attached to the feet of both jambs to serve as a brace during shipping and handling of frames.
 15. Pockets for closers: Provide prepared to receive closers, in accordance with manufacturer's requirements.
- C. Metal Doors: Flush type doors are required, approximately 2" thick with door edges at top, sides and bottom finished flush; also, doors shall be mortised, accurately cut, reinforced internally, drilled and tapped as required for proper secure mounting of door accessories such as food passes, vision panels, locking devices, and all other detention equipment and hardware.
1. Doors shall have no more than 1/8" clearance at sides and tops.
 2. Doors shall have proper bevel at lock and hinge edges so that door will operate without binding.
 3. Doors shall be smooth plane surface; not winding, reinforced at corners and elsewhere sufficiently to prevent sagging or twisting.
 4. Doors shall have face sheets of 12 ga. cold rolled steel sheet material for all doors, except galvanized for exterior or wet applications, and shall be reinforced internally with formed or hot rolled channels of not less than 1/8" thick material extending full height of door, spaced approximately 4" o.c., spot welded to face sheets 3" O.C. along entire length of each channel; weld to door perimeter reinforcing. Alternate acceptable internal reinforcing:
 - a. Continuous steel truss design, 28 ga. minimum, resistance spot welded 2 3/4" o.c. horiz., 3" o.c. vert. and welded to face sheets and perimeter reinforcing.
 - b. 18 ga. hat shaped continuous vertical steel stiffeners the full width and height of door, resistance spot welded 5" o.c. horizontally and vertically to face sheets and perimeter reinforcing.
 5. Perimeter reinforcing: Provide with not less than 1/8" thick channel bending around complete door perimeter welded to face sheets 2" o.c. Do not cut except to allow for hinges, D.P.I.S., lock bolts, closers, strike plates. Return outer edges of face sheets at the edges to a close fit and tack welded 2" o.c. Grind welds smooth and fill between welds with metal body putty for continuous weld appearance.
 6. Hinge reinforcing: 3/16"x1 1/2"x7" steel plate welded to 1/8" channel reinforcing, with channel welded to door faces and perimeter reinforcing. Fill spaces between door faces and reinforcing with steel strips, welded. Drill and tap to receive hinges.

7. Other reinforcing: Provide all other door reinforcement for surface items such as pulls, lock plates. Door closer reinforcement shall be 12 ga. one piece channel type, 3 1/2" deep by 14" long. Reinforcement for handle type pulls shall be 3/8" x 1" x 12" steel plate.
8. Vision panels and/or food pass openings: Where required, provide factory made openings, reinforced with not less than 1/8" thick channel bending around complete opening perimeter welded to face sheets 2" O.C. Return outer edges of face sheets at the edges to a close fit and tack welded 2" o.c.; grind welds smooth.
9. Pockets for prison locks: Provide in each door where required. Detention side of pockets shall have not less than 3/16" thick steel plate to protect lock. For non mortised locks, the lock access plate may finish either flush with surface of door, or shall have beveled edges and be applied to face of door on the non detention side. Plate shall cover opening and extend at least 3/4" on all edges beyond opening. Detention side shall be flush. Secure cover plates with security screws. Also, anchor each lock to applicable door in accord with lock manufacturer's instructions and recommendations for particular conditions of installation in each case.
10. Insulation: Insulate doors to reduce metallic ring; completely fill all internal door voids. 6 lb. density, mineral composition, non-combustible, moisture resistant, chemically inert sound deadener.
11. Door bottom profiles to interlock with thresholds: Provide for locations where required.
12. Door Undercuts: Swing doors without thresholds: 5/8"
 - a. Cell Doors: 3/4"
 - b. Individual sliding doors: 1 1/4"
13. Lock Bolt Keepers: Minimum 14 gauge galvanized steel with 1/8" steel back up at lock bolt.

2.5 INTERIOR GLAZING FRAME REQUIREMENTS

- A. Provide list of styles as indicated/scheduled and that comply with requirements. Form frames using hot rolled steel sheets; 12 ga. required except galvanized for exterior or wet applications. Comply with all applicable requirements for hollow metal frames.

2.6 BARRED DOORS and SIDELIGHTS

- A. At doors, weld 1" x 1" square vertical steel bars at 6" o.c. maximum to 1 1/2" x 1 1/2" angles at perimeter of openings.
- B. At sidelights, provide 1" x 1" square steel bars at 6" o.c. maximum. Punch through frame and weld at back of frame.
- C. Shop applied primer to be manufacturer's red-oxide compatible with finish paint.
- D. Barred doors and sidelights shall be manufactured using 10 ga. X 1 3/4" x 2 1/2" tubular type frames at horizontal and vertical perimeter, horizontal and vertical mullions. Vertical bars to be 7/8" dia. steel at 6" o.c. maximum. Horizontal bars to be 1 1/2" x 3/8" steel at 12" o.c. typ. bars punch through 1/4" perimeter frame and weld on back.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

3.2 INSTALLATION

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

- B. Install frame jig so it is anchored plumb and square, and that door to frame tolerances do not vary; jiggling to be of wood and may be re-usable. Protect frames from damage of any kind caused by jiggling system.
- C. Sealants and epoxy grout around frames adjacent other materials at both interior and exterior edges will be installed by others. See details. Sealants and their installation to conform to the requirements of their respective specification sections.
- D. Provide access to locks, sliding door mechanisms, other equipment, to allow for wire pulling and wire terminations where required by others. Properly secure access locations following adjustments, repair, replacement and inspections.
- E. For frames installed after adjacent materials, provide grout holes with plugs to be welded and ground smooth.
- F. Install metal body putty to all metal to metal joints at openings on doors and frames.

3.3 FIELD QUALITY CONTROL

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

3.4 ADJUSTMENT, REPAIRING

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

3.5 PROTECTION, CLEANING

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

3.6 WELDING

- A. Welds to be of type, size, and space indicated on the drawings. Where not specifically indicated, provide stitch welds a minimum of 1" long and 6" o.c.; and plug welds ½" diameter and 6" o.c.

3.7 EXTRA STOCK/SPARE PARTS

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment." None Required.

3.8 OPERATING INSTRUCTIONS AND MATERIALS

- A. Comply with requirements of Section 11 19 00 "General Requirements for Detention Equipment."

END OF SECTION

SECTION 11 19 20

DETENTION EQUIPMENT HARDWARE

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: Hardware and necessary setting and adjustment information/assistance for completely operational hardware for detention equipment
- B. Related Sections:
 - 1. Section 08 71 50 - Security Screws.
 - 2. Section 11 19 00 - General requirements for detention equipment, and related work noted.
 - 3. Section 11 19 10 - Detention doors and frames.
 - 4. Conduit and wiring from control panels to locking devices, electrical controls and terminations for electrically operating detention equipment hardware except as specifically required by Sections 11 19 00 and 11 19 10: work to be performed by Division 26.

1.3 REFERENCE STANDARDS

- A. National Electrical Code, latest edition, for internal electrical requirements for hardware. Motors and devices shall be labeled by Underwriters Laboratory, Inc.

1.4 QUALITY ASSURANCE

- A. Comply with requirements of Section 11 19 00 - General Requirements for Detention Equipment.

1.5 SUBMITTALS

- A. Make submittals in accordance with the requirements of Division 1 General Requirements and Section 11 19 00. Note that all submittals are to be submitted electronically per Construction Manager's direction. An asterisk (*) indicates items required in a composite package. See 11 19 00, 1.04 for a summary list of composite submittal packages.
- B. Submit specifications, installation instructions and general recommendations for proprietary products as required, including locks, hinges, lock mount covers, bolt keepers, wall bumpers, weatherstripping, thresholds, escutcheons, etc.
- C. Furnish samples for the Architect's use prior to submittal of the first draft of the hardware schedule and the review meeting as outlined in Section 11 19 00. Submit one sample of each hardware product, finish as required and tagged with full description for coordination with hardware schedule. Approved samples will become part of Extra Stock/Spare Parts (11 19 20, 3.06). Rejected samples will be returned.
- D. Hardware and Keying Schedules:
 - 1. Submit each schedule type; indicate all products by name and number for each separate opening. Include all other pertinent hardware information. Door keying schedules shall include all building

- floor plan drawings indicating key marks, lock types and key access sides required at each detention opening.
2. Make promptly, any corrections or changes necessary in schedules to comply with requirements; resubmit revised schedules.
 3. Do not group doors with like or similar hardware under a single heading.
- E. Templates and Samples for Fabrication:
1. Forward blueprint templates, for each type of detention equipment hardware required, to fabricators of work in Section 11 19 10 within two weeks following final review of hardware and keying schedules. Provide a set of all hardware items to fabricators. These are to be actual stock of materials to be used on this project and may be used in the final installation if undamaged.
 2. Submit wiring diagrams to Division 28 supplier for all electrical devices provide herein.
- F. Submit security screw types, one of each size and type of screw proposed for use with this equipment.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment."
- B. For products delivered to door manufacturer and for products delivered to project site, package each item of hardware separately in containers, complete with necessary screws, installation instructions and installation templates. Mark each container with item number, location of installation in accord with corresponding information shown in final hardware schedule.
- C. Store products at site to prevent damage; place in a room under lock and key until installation is made.
- D. Control, handling, and installation of hardware products which are not immediately replaceable, so that the completion of work will not be delayed by hardware losses, both before and after installation.
- E. Deliver all keys listed in the key Mark Schedule in one shipment by secure carrier (hand carried or registered mail) from manufacturer directly to authorized representative of owner, as directed by the Architect. Under no condition shall keys be furnished directly to the Contractor. Include transmittal and forward copy of same to the Architect.

1.7 WARRANTY

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment."

1.8 PATENTS

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment."

1.9 PROJECT CONDITIONS

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment."

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Acceptable hardware manufacturers and products for each type of hardware are listed below. Only products from a single manufacturer shall be provided for each type. Mixing of products from different manufacturers is prohibited unless so specified.
 - 1. Locks: As noted in each hardware group, provide all locks with lock mounts where applicable.
 - a. Locks are manufactured by:
 - 1) Southern-Folger Detention Equipment Co., San Antonio, TX.
- B. Hardware sets based upon models as provided by Southern Steel, note existing hardware is Folger Adams. Bidding to be based upon features & functions available within the Southern Steel lock model number.
- C. Provide lock mounts, escutcheon, and cover plates for all locks as required for complete installation. Electric locks shall be provided complete, with motors. All electric locks in jail to be 24 volt DC unless otherwise indicated.
- D. Cell Locking Device:
 - 1. *Model numbers noted are for rack and pinion drive.
 - 2. Comparable models using a chain drive are acceptable contingent on providing the same functions as the rack and pinion drive.
 - a. Southern Steel #3150
 - b. Folger Adam #3B
- E. Corridor Locking Device (with Hip-High Key Release Paracentric Lock – Southern Steel A1010 or equal)
 - 1. *Model numbers noted are noted for rack and pinion drive. Comparable models using a chain drive are acceptable contingent on providing the same functions as the rack and pinion drive:
 - a. Southern Steel #3165LX
 - b. Folger Adam #D5B
- F. Escutcheon:
 - 1. Folger Adam #1
 - 2. Southern Steel #218
- G. Cylinder Shield:
 - 1. Folger Adam #2SC
 - 2. Southern Steel #219
- H. Hinges - Medium Security:
 - 1. Folger Adam #4-1/2 F.M.
 - 2. Southern Steel #204 F.M.
 - 3. (3) three per door less than 3'-8" width
 - 4. (4) four per door 3'-8" width to less than 4'-0" width
 - 5. (5) five per door 4'-0" width and greater
- I. Door Position Indicator Switch (DPIS)
 - 1. Folger Adam #ASSW-105A
 - 2. Southern Steel #200 MRS
- J. Closer:
 - 1. LCN 2210 concealed closer with cover and security screws
 - 2. Norton
- K. Pulls:
 - 1. Flush Pull
 - a. Folger Adam #4
 - b. Southern Steel #214

- c. Bronze Craft #361-021-0125
- 2. Door Pull:
 - a. Folger Adam #2
 - b. Southern Steel #212
 - c. Bronze Craft #361-026-0125

- L. Wall Bumper:
 - 1. Pawling ER-45, 4 1/2" x 4 1/2" x 3 1/2"
 - 2. Black Rubber Bumpers with 1/2" x 6" Anchor bolts.

- M. Weather Threshold
 - 1. Pemko #171A
 - 2. Zero #655A
 - 3. Reese #S425
 - 4. National Guard Products #425

- N. Pass-Proof Threshold:
 - 1. Pemko #2005 AV
 - 2. Zero #65A
 - 3. Reese #S256A
 - 4. National Guard Products #882

- O. Weatherstripping – Heads and Jambs Neoprene Bulb type mounted on door stoop
 - 1. National Guard Products #5050C
 - 2. Pemko
 - 3. Zero
 - 4. Reese

- P. Weatherstripping – Door Bottoms
 - 1. Pemko #18100CP
 - 2. Reese #961C
 - 3. Sealeze #D480CLA09B1

- Q. Peep Hole (Where scheduled)
 - 1. DonJo ULDV180

- R. Food Pass Hardware:
 - 1. 1 each 1017M lock as detailed, (Keyed with own key code) with two (2) latch food pass hinges #203, and rubber bumper. See doors, door frames and borrowed light frame elevations.

- S. Keeper Switch: Provide type to match lock function as scheduled in hardware groups.

- T. Astragal: 10 gauge steel plate welded to appropriate leaf.

- U. Head and Foot Bolts: Note: Provide with receptacles and 7 keys
 - 1. Folger Adam #105
 - 2. Southern Steel #10105

- V. Floor Stop - Same as Wall Bumper

- W. Kick plates shall be .125" thick stainless steel and fastened by security screws. Size of plates:
 - 1. Single door, pull side: 1/2" less than door width.
 - 2. Single door, push side: 1-1/2" less than door width.
 - 3. Pair of Doors, pull side: 1/2" less than door width.
 - 4. Pair of Doors, push side: 1" less than door width.
 - 5. Kickplate 12" high, Armor Plate 34" high.

- X. Keys: Provide types and quantities as specified and scheduled below:
1. Key Control Policy: Prior to any keys arriving on-site the Contractor shall meet with the Owner and develop a key control policy and procedure method for control during construction. Provide copies to all parties handling the keys during construction.
 2. Rekeying: The Contractor shall replace cylinders and/or locks at no cost to the Owner for all doors of any lock type where a key has been lost during construction and until final acceptance as necessary in the opinion of the Owner to maintain the security of the facility.
 3. Paracentric Type: Not less than 4-1/2" in length with blade 7/8" wide by 5/32" thick. Handle design to be oval shape about 2-1/4" by 1-1/2" in size and separate from key blade by 1/2" by 1/2" shank to provide clearance for a person's hand. Fabricate keys out of heat treated alloy bronze having a tensile strength of not less than 90,000 lbs. and a hardness on the Brinnel scale of at least 170. Furnish by lock manufacturer.
 4. Standard Mogul Type: Furnish by lock manufacturer. Not less than 3" in length with blade 9/16" wide by 1/8" thick handle design to be rectangular shape about 1" by 1 1/2" in size. Fabricate keys out of heat treated bronze.
 5. Key Marks/Types and Quantity Key Marks:

Key Type	Quantity
P	50
M	200

See Key Codes for lock type and location. Cut keys as directed in the keying meeting.

- Y. Other Products/Requirements: Provide as indicated and scheduled; provide detention equipment hardware products not specifically mentioned but necessary to complete work, matching in quality and finish those products specified.

1. Hardware Finish US26D.
 - a. All hardware at openings that have galvanized doors and/or frames shall be treated for exterior or wet applications to prevent rust, corrosion.
 - b. Security Screws: Provide for hardware connections where screws are exposed under any circumstance other than for equipment maintenance/repair, or other excluded locations. See Section 08 71 50 - Security Screws.
2. Lubrication Access: Hardware items requiring lubrication shall include means to so lubricate.

- Z. Hardware Sets: Sets below are designated for openings on the Detention Door and Frame Schedule.

1. (M) Manually operated lock
2. (E) Electrically operated lock

- AA. Hardware Groups:

1. DETENTION HARDWARE SETS: One each per set unless noted otherwise.
2. NOTE: Where "Wall Bumper" is noted, provide wall bumper where applicable; provide door bumper where wall bumper is not applicable. One each per set unless noted other wise. Each door shall have:

S-1 (E) Keyed Two Sides - Locking Device with Hip-High Mechanical Key Release

Sliding Corridor Door Locking Device (3165LX)
 Raised Pull
 Flush Pull (Fabricated Integral by Hollow Metal Supplier)
 Escutcheons - 1 per keyed side
 Mogul Key Switch – both sides @ doors #1308, #1347 and #1354
 Food Pass Hardware (S-3) at doors #1490, #1497, #1506 and #1516

S-2 (E) Cell Locking Device

Sliding Cell Device (3150)
 Flush Pulls both sides (Fabricated Integral by Hollow Metal Supplier)
 Food Pass Hardware (S-3)

S-3 (M) Keyed One Side

Cuff Port Hardware
 2 Hinges 90 degrees (S.S. #203)
 1017M lock

S-4 (E) Keyed Two Sides

1051M-2
Hinges 205FS Heavy Duty
DPIS
Closer
Raised Pull both sides
Wall Bumper – where applicable
Peephole @ door #1397, #1468, #1468A, #1613A, and #3613A

S-5 (E) Keyed Two Sides

1051E-2 (115V)
Hinges 205FS Heavy Duty
DPIS
Closer
Raised Pull both sides
Cylinder Shield at Exterior
Wall Bumper – where applicable
Weather threshold
Sweep
Weatherstripping – Jambs and Head

S-6 (E) Keyed Two Sides (Corridor)

10120 AM-2
Hinges
DPIS
Closer
Raised Pull both sides
Wall Bumper – where applicable
1010AM Lock at shutter for doors: #1382, #1422A

S-7 (E) Keyed Two Sides

10120 AM-2
Hinges
DPIS
Closer
Raised Pull pull side
Flush Pull push side
Wall Bumper – where applicable

S-8 (E) Keyed One Side (Medical Cell)

10120 AMD-1
Hinges
DPIS
Flush Pull – Both sides
Wall Bumper – where applicable
Cuff Port Hardware S-1

S-9 (E) Keyed Two Sides (Rounds)

10120 AM-2
Hinges
DPIS
Closer
Flush Pull both sides
Wall Bumper – where applicable
Weatherstripping – Jambs and Head
Pass-Proof Threshold
1010AM Lock at shutter for doors: #1384A, #1384B, #1437, #1440, #1448

S-10 (E) Keyed One Side (Cell)

10120 AMD-1
Hinges
DPIS
Flush Pull – Both sides
Wall Bumper – where applicable

S-11 (E) Keyed Two Sides

10120 AM-2
Hinges
DPIS
Closer
Raised Pull both sides
Wall Bumper – where applicable
Card Reader by others. See Security Electronics Drawings.

S-12 (E) Keyed Two Sides

10600E (with levers) - (Function to be picked at coordination meeting)
Power Transfer Hinge
Hinges
DPIS
Closer
Wall Bumper – where applicable
Card Reader by Division 28 where scheduled. See Security Electronics Drawings.

S-13 (M) Keyed Two Sides

10500 (with levers) – (Function to be picked at coordination meeting)
Hinges
DPIS
Keeper Switch
Closer
Wall Bumper – where applicable
Accurate 7205 X 7200 Occupancy/ADA Combo (US32D) for 2” doors

S-14 (M) Keyed Two Sides

10500 (with levers) – (Function to be picked at coordination meeting)
Hinges
DPIS
Keeper Switch
Closer
Wall Bumper – where applicable

S-15 (M) Keyed Two Sides

10500 (with levers) – (Function to be picked at coordination meeting)
Hinges
DPIS
Closer
Wall Bumper – where applicable

S-16 (E) Keyed Two Sides

1050SD-2 Gate Lock (115V)
DPIS
Provide proper lock enclosure and all mounting hardware required. Coordinate with Correctional Fence Contractor.
Gate Hinges provided by Correctional Fence Contractor.

PART 3 - TION

3.1 PREPARATION

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment.

3.2 INSTALLATION

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment.
- B. All shipping of detention equipment hardware and coordination with other detention equipment shall be the responsibility of the Detention Equipment Supplier/Erector.

3.3 FIELD QUALITY CONTROL

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment.

3.4 ADJUSTMENT, REPAIRING

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment.

3.5 PROTECTION, CLEANING

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment.

3.6 EXTRA STOCK / SPARE PARTS

- A. Comply with requirements of Section 11 19 00 - "General Requirements for Detention Equipment."
- B. Provide spares in the quantities listed below for each hardware type:

HARDWARE PRODUCT	QUANTITY OF SPARES
10120AMD-1	2 each hand
10120AM-2	1 each hand
1051M-2	1 each hand
10500	1 each hand
10600	1 each hand
1017	1
1010	1
Mogul Cylinder	2
Hinges – Medium	4
DPIS	2
Closers	1 (each hand)
Raised Pull	1
Flush Pull	1
Wall Bumper, Floor Stop	2
Cut keys as directed in the keying meeting.	

3.7 WARRANTY

- A. Comply with requirements of Section 11 19 00 – General Requirements for Detention Equipment.

3.8 OPERATING INSTRUCTIONS AND MATERIALS

- A. Comply with requirements of Section 11 19 00 – General Requirements for Detention Equipment.

END OF SECTION