cre8

ARCHITECTS

2022 Bond - Painting Project Districtwide
CSP 26P-040LP

Package A
Package B

Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, TX 77505

Project Manual
cre8 Project 25-007
29 April 2026

cre8 Architects
3815 Montrose Boulevard
Suite 123
Houston, Texas 77006

2022 Bond - Painting Project Districtwide
CSP 26P-040LP

Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, TX 77505

Project Manual
cre8 Project 25-007
29 April 2026

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DOCUMENT 00 01 01 - PROJECT TITLE PAGE

2022 Bond – Painting Project Districtwide
CSP 26P-040LP
Pasadena Independent School District

Package A
Package B

Pasadena ISD Board of Trustees

Kenny Fernandez, President

Casey D. Phelan, Vice President

Marshall Kendrick, Secretary

Nelda Sullivan, Assistant Secretary

Joe Campos, Member

Crystal Davila, Member

Paola Gonzalez, Member

Pasadena ISD Administration

Dr. Toni Lopez, Superintendent

Dr. Alyta Harrell, Chief of Schools

Jeremy Richardson, Chief of Staff

Dr. Tamika Alford-Stephens, Chief Financial Officer

Stacey Barber, Associate Superintendent for Campus Leadership and Academic Achievement

Kevin Fornof, Associate Superintendent for Facilities and Construction

Jodie Kennemer, General Counsel

Lindsey Lesniewski, Associate Superintendent for Campus Leadership and Academic Achievement

Dr. Darla Massey-Jones, Associate Superintendent of Accountability and Compliance

Dr. Bobbye McCain, Associate Superintendent for Human Resources

Dr. Mellisa McCalla, Chief Technology Officer

Bill McMahan, Chief of Police

Joe Saavedra, Associate Superintendent for Campus Leadership and Academic Achievement

DOCUMENT 00 01 02 – PROJECT TITLE PAGE

PROJECT

2022 Bond – Painting Project Districtwide
CSP 26P-040LP

Package A
Package B

OWNER

Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505
713.740.0000 telephone

ARCHITECT

cre8 Architects
3815 Montrose Blvd, Suite 123
Houston, Texas 77006
713.526.2738 telephone

DOCUMENT 00 01 10 - TABLE OF CONTENTS

Bond 2022 – Painting Project Districtwide
CSP 26P-040LP

Package A
Package B

Division 00 - Procurement and Contracting Requirements

Document 00 01 01	Project Title Page 1
Document 00 01 02	Project Title Page 2
Document 00 01 10	Table of Contents
Document 00 11 19	Request for Competitive Sealed Proposals
Document 00 21 13	Instructions to Bidders
Document 00 22 13	Supplementary Instructions to Bidders
Document 00 42 13.13	Proposal Form
Document 00 43 13	Bid Security Form
Document 00 45 18	Felony Conviction Notification
Document 00 45 19	Affidavit of Non-Collusion
Document 00 45 20	Proposal Evaluation Waiver
Document 00 45 22	Conflict of Interest Questionnaire
Document 00 45 33	Certificate of Non-Segregated Facilities
Document 00 45 35	Equal Opportunity Employer Statement
Document 00 45 36	Equal Opportunity Employer Affidavit
Document 00 45 46	Pasadena ISD Certificate of Interested Parties (Form 1295)
Document 00 52 10	Prohibiting Contracts with Companies Boycotting Israel
Document 00 52 13	Agreement Form
Document 00 61 13.13	Performance Bond Form
Document 00 61 13.16	Payment Bond Form
Document 00 61 16	Indemnity and Hold Harmless Agreement
Document 00 62 08	SB9 Contractor Certification
Document 00 62 09.01	Certification of Criminal History Record Information Review – Contractor
Document 00 62 09.02	Certification of Criminal History Record Information Review – Subcontractor
Document 00 72 00	General Conditions of the Contract for Construction
Document 00 73 00	Supplementary Conditions
Document 00 73 46	Wage Determination Schedule

Division 01 - General Requirements

Section 01 10 00	Summary
Section 01 21 00	Allowances
Section 01 25 00	Substitution Procedures
Section 01 29 00	Payment Procedures
Section 01 29 73	Schedule of Values
Section 01 31 00	Project Management and Coordination
Section 01 31 29	Notification of Architect Requirements
Section 01 32 16	Construction Progress Schedule
Section 01 33 00	Submittal Procedures
Section 01 35 23	Contractor Site Rules
Section 01 43 39	Mockups
Section 01 50 00	Temporary Facilities and Controls
Section 01 73 00	Execution
Section 01 74 19	Construction Waste Management and Disposal
Section 01 77 00	Closeout Procedures
Section 01 78 23	Operation and Maintenance Data
Section 01 78 39	Project Record Documents
Section 01 79 00	Demonstration and Training

Divisions 02,03,04,05 – Not Used

Division 06 – Wood, Plastics and Composites
Section 06 20 23 Interior Finish Carpentry
Section 06 64 00.1 Decorative Plastic Paneling

Divisions 07,08 – Not Used

Division 09 - Finishes
Section 09 65 13 Resilient Base and Accessories
Section 09 91 00 Painting

Division 10 – Specialties
Section 10 26 23 Protective Wall Covering

Divisions 11,12,13,14,21,22,23,24,25,26,27,28,29,30,31,32,33,34,35 – Not Used

END OF TABLE OF CONTENTS

DOCUMENT 00 11 19 - REQUEST FOR COMPETITIVE SEALED PROPOSALS

Competitive sealed proposals will be received for the project indicated below:

Project: Bond 2022 – Painting Project Districtwide
CSP 26P-040LP
Package A
Package B

Owner: Pasadena Independent School District

Project Budget: $2,130,000 Package A
$2,450,000 Package B

Proposal Date: Thursday, May 28, 2026

Proposal Time: 2:00 PM (Base Bid and Alternates)

Proposal Location: Proposal will be submitted online in the Pasadena eBid system.

Proposal documents may be viewed by Contractors by login at the following link:
https://pasadenaisd.ionwave.net

Partial and complete sets may be purchased for actual reproduction cost (with prior permission of the Architect) from the reproduction company:

Triangle Reproductions, Inc.
8450 Westpark, Suite 100
Houston, Texas 77063
Telephone: (713) 780-0236
Fax: (713) 780-2417
www.triangletexas.com

No proposal shall be withdrawn for a period of sixty (60) days after the opening of the proposals without the consent of the Owner.

Each Offeror must submit the following items via email to Laurie Pruett (lpruett@pasadenaisd.org) no later than 4:00 PM on Friday, May 22, 2026:

1. A properly executed and current Contractor's Qualification Statement, AIA Document A305, including contractor's references and history of work. **A current email address must be included for each reference.**
2. A résumé for the Offeror's proposed Project Manager, stating his/her qualifications and experience on projects of similar scope and size
3. A résumé for the Offeror's proposed Project Superintendent, stating his/her qualifications and experience on projects of similar scope and size.

Each Offeror must submit their proposal for the work included in the Base Bid and Alternates on the Proposal Form (Document 00 42 13.13) not later than the Proposal Time (Base Bid) and Proposal Date indicated above.

The documents listed below must be submitted with the proposals online for the work included in the Alternates. Each document, including the Proposal Form, but excluding the certified check or Bid Bond. Proposal Forms and the accompanying documents are to be submitted.

1. An acceptable Bid Bond (Document 00 43 13, Bid Security Form), in an amount not less than 10% of the greatest amount bid.
2. A fully executed Felony Conviction Notification form(Document 00 45 18)
3. A fully executed Affidavit of Non-Collusion (Document 00 4519)
4. A fully executed Conflict of Interest Questionnaire (Document 00 4522)
5. A fully executed Certificate of Non-Segregated Facilities (Document 00 45 33)
6. A fully executed Equal Opportunity Employer Statement (Document 00 4535)
7. A fully executed Equal Opportunity Employer Affidavit (Document 00 45 36)
8. A fully executed Pasadena ISD Certificate of Interested Parties – Form 1295 (Document 00 45 46)
9. A fully executed Certification Regarding Terrorist Organizations and Boycott of Israel - (Document 00 52 10)
10. A fully executed Indemnity and Hold Harmless Agreement (Document 00 61 16)
11. A fully executed SB9 Contractor Certification (Document 00 62 08)
12. A fully executed Certification of Criminal History Record Information Review-Contractor (Document 00 62 09.01)

The proposals will be publicly opened at a date and time announced within the eBid System and the names of the offerors and the monetary proposals will be read aloud at the following location:

PISD Carmen Orozco Professional Development Center
1832 East Sam Houston Parkway South
Pasadena TX 77503

A Performance Bond and a Payment Bond, each in an amount not less than 100% of the Contract Sum, conditioned upon the faithful performance of the Contract, will be required. Bonding companies must meet specified requirements acceptable to the Owner (Refer to Document 00 61 13.13 and Document 00 61 13.16 of the Project Manual).

A pre-proposal conference will be held at the offices of the Pasadena Independent School District Facilities and Construction Department, which are located at 1814 East Sam Houston Parkway South, Pasadena, Texas, 77503 on Monday, May 18, 2026 at 10:30 AM. Contractors are strongly encouraged to attend the pre-proposal conference. Site visits will be conducted in accordance with a schedule established by Pasadena ISD. The schedule will be determined and issued via Addendum

A representative from the architect's office will be present to address questions.

All questions concerning the Proposal shall be submitted online in the PISD eBid System link: https://pasadenaisd.ionwave.net.

END OF DOCUMENT 00 11 19

AIA® Document A701™ – 1997

Instructions to Bidders

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

Bond 2022 - Flooring Replacements Project
CSP 26P-037LP
Package A
Package B

Pasadena Independent School District
3920 Mickey Gilley Boulevard
Pasadena, Texas 77505

THE ARCHITECT:
(Name, legal status and address)

cre8 Architects
3815 Montrose Blvd., Suite 123
Houston, Texas 77006

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

1 DEFINITIONS

2 BIDDER'S REPRESENTATIONS

3 BIDDING DOCUMENTS

4 BIDDING PROCEDURES

5 CONSIDERATION OF BIDS

6 POST-BID INFORMATION

7 PERFORMANCE BOND AND PAYMENT BOND

8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement or Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the bid form, and other sample bidding and contract forms. The proposed Contract Documents consist of the form of Agreement between the Owner and Contractor, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications and all Addenda issued prior to execution of the Contract.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, AIA Document A201, or in other Contract Documents are applicable to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 The Bidder by making a Bid represents that:

§ 2.1.1 The Bidder has read and understands the Bidding Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Bid is submitted, and for other portions of the Project, if any, being bid concurrently or presently under construction.

§ 2.1.2 The Bid is made in compliance with the Bidding Documents.

§ 2.1.3 The Bidder has visited the site, become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

§ 2.1.4 The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 COPIES

§ 3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid in the number and for the deposit sum, if any, stated therein. The deposit will be refunded to Bidders who submit a bona fide Bid and return the Bidding Documents in good condition within ten days after receipt of Bids. The cost of replacement of missing or damaged documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the Bidding Documents and the Bidder's deposit will be refunded.

§ 3.1.2 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Advertisement or Invitation to Bid, or in supplementary instructions to bidders.

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§ 3.1.3 Bidders shall use complete sets of Bidding Documents in preparing Bids; neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

§ 3.1.4 The Owner and Architect may make copies of the Bidding Documents available on the above terms for the purpose of obtaining Bids on the Work. No license or grant of use is conferred by issuance of copies of the Bidding Documents.

§ 3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

§ 3.2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under construction to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Architect errors, inconsistencies or ambiguities discovered.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Architect at least seven days prior to the date for receipt of Bids.

§ 3.2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon them.

§ 3.3 SUBSTITUTIONS

§ 3.3.1 The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

§ 3.3.2 No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the Architect at least ten days prior to the date for receipt of Bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed substitution would require, shall be included. The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.3 If the Architect approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

§ 3.3.4 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 ADDENDA

§ 3.4.1 Addenda will be transmitted to all who are known by the issuing office to have received a complete set of Bidding Documents.

§ 3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 PREPARATION OF BIDS

§ 4.1.1 Bids shall be submitted on the forms included with the Bidding Documents.

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§ 4.1.2 All blanks on the bid form shall be legibly executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and figures. In case of discrepancy, the amount written in words shall govern.

§ 4.1.4 Interlineations, alterations and erasures must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change."

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name of the Bidder and the nature of legal form of the Bidder. The Bidder shall provide evidence of legal authority to perform within the jurisdiction of the Work. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

§ 4.2 BID SECURITY

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. The amount of the bid security shall not be forfeited to the Owner in the event the Owner fails to comply with Section 6.2.

§ 4.2.2 If a surety bond is required, it shall be written on AIA Document A310, Bid Bond, unless otherwise provided in the Bidding Documents, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§ 4.2.3 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (a) the Contract has been executed and bonds, if required, have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn or (c) all Bids have been rejected.

§ 4.3 SUBMISSION OF BIDS

§ 4.3.1 All copies of the Bid, the bid security, if any, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.2 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids. Bids received after the time and date for receipt of Bids will be returned unopened.

§ 4.3.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.4 Oral, telephonic, telegraphic, facsimile or other electronically transmitted bids will not be considered.

§ 4.4 MODIFICATION OR WITHDRAWAL OF BID

§ 4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

§ 4.4.2 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing over the

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signature of the Bidder. Written confirmation over the signature of the Bidder shall be received, and date- and time-stamped by the receiving party on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

§ 4.4.3 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

§ 4.4.4 Bid security, if required, shall be in an amount sufficient for the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 OPENING OF BIDS

At the discretion of the Owner, if stipulated in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Bids may be made available to Bidders.

§ 5.2 REJECTION OF BIDS

The Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required bid security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 ACCEPTANCE OF BID (AWARD)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest qualified Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's own best interests.

§ 5.3.2 The Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 CONTRACTOR'S QUALIFICATION STATEMENT

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted as a prerequisite to the issuance of Bidding Documents.

§ 6.2 OWNER'S FINANCIAL CAPABILITY

The Owner shall, at the request of the Bidder to whom award of a Contract is under consideration and no later than seven days prior to the expiration of the time for withdrawal of Bids, furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. Unless such reasonable evidence is furnished, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 SUBMITTALS

§ 6.3.1 The Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, after notification of selection for the award of a Contract, furnish to the Owner through the Architect in writing:

.1 a designation of the Work to be performed with the Bidder's own forces;

.2 names of the manufacturers, products, and the suppliers of principal items or systems of materials and equipment proposed for the Work; and

.3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder in writing if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, (1)

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withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 BOND REQUIREMENTS

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual sources.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 If the Owner requires that bonds be secured from other than the Bidder's usual sources, changes in cost will be adjusted as provided in the Contract Documents.

§ 7.2 TIME OF DELIVERY AND FORM OF BONDS

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond. Both bonds shall be written in the amount of the Contract Sum.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

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

ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

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DOCUMENT 00 22 13 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

The following supplements contain changes and additions to Document 00 21 13, Instructions to Bidders (AIA Document A701 – 1997). The portions of the Instructions to Bidders not modified, supplemented, or deleted by these Supplementary Instructions to Bidders shall remain in effect. As appropriate, for purposes of this Request for Competitive Sealed Proposals, the term "Bid" shall mean "Proposal" and the term "Bidder" shall mean "Offeror", wherever they appear in the Contract Documents.

ARTICLE 2 -- BIDDER'S REPRESENTATIONS

*Add subparagraph **2.1.5** as follows:*

2.1.5 If applicable - The existing facility will be open to allow general contractors, subcontractors, and other interested parties to examine the existing conditions at the dates and times indicated in Document 00 11 19, Request for Competitive Sealed Proposals. A representative from the Architect's office will be present to address questions.

ARTICLE 3 -- BIDDING DOCUMENTS

3.3 SUBSTITUTIONS

*Add subparagraph **3.3.5** as follows:*

3.3.5 Refer to Section 01 25 00, Substitution Procedures, for substitution procedures.

3.4 ADDENDA

*Delete subparagraph **3.4.3** in its entirety.*

ARTICLE 4 -- BIDDING PROCEDURES

4.2 BID SECURITY

*Delete subparagraph **4.2.2** in its entirety and replace it with the following:*

4.2.2 A bid security in an amount not less than 10% of the greatest amount bid is required and it shall be written on Document 00 43 13 - Bid Security Form, which is bound into the Project Manual. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

4.4 MODIFICATION OR WITHDRAWAL OF BID

*At subparagraph **4.4.1**, change the phrase* "stipulated time" *to read* "sixty day".@pasadenaisd.org.

*Add paragraphs **4.5** and **4.6** as follows:*

4.5 DOCUMENTS TO BE SUBMITTED PRIOR TO BID

4.5.1 Each Proposer must submit the following items, in electronic PDF file via email to Laurie Pruett (lpruett@pasadensisd.org) no later than the date and time indicated in Document 00 11 19 - Request for Competitive Sealed Proposals:

.1 A properly executed and current Contractor's Qualification Statement, AIA Document A305, including contractor's references and history of work. **An email address must be included for each reference.**

.2 A resume for the Proposer's proposed Project Manager, stating their qualifications and experience on projects of similar scope and size.

.3 A resume for the Proposer's proposed Project Superintendent, stating their qualifications and experience on projects of similar scope and size.

4.6 OTHER DOCUMENTS TO BE SUBMITTED WITH BID

4.6.1 A fully executed Felony Conviction Notification form (Refer to Document 00 45 18 of the Project Manual).

4.6.2 A fully executed Affidavit of Non-Collusion (Refer to Document 00 45 19 of the Project Manual).

4.6.3 A fully executed Conflict of Interest Questionnaire (Refer to Document 00 45 22 of the Project Manual).

4.6.4 A fully executed Certificate of Non-Segregated Facilities (Refer to Document 00 45 33 of the Project Manual).

4.6.5 A fully executed Equal Opportunity Employer Statement (Refer to Document 00 45 35 of the Project Manual).

4.6.6 A fully executed Equal Opportunity Employer Affidavit (Refer to Document 00 45 36 of the Project Manual).

4.6.7 A fully executed Certificate of Interested Parties, Form 1295 (Refer to Document 00 45 46 of the Project Manual).

4.6.8 A fully executed Prohibiting Contracts with Companies Boycotting Israel Affidavit (Refer to Document 00 52 10 of the Project Manual).

4.6.9 *A fully executed Indemnity and Hold Harmless Agreement (Document 00 61 16)*

4.6.10 A fully executed SB9 Contractor Certification (Document 00 62 08)

4.6.11 A fully executed Certification of Criminal History Record Information Review-Contractor (Document 00 62 09.01)

4.6.12 A Proposal Evaluation Waiver (Document 00 45 20)

ARTICLE 5 -- CONSIDERATION OF BIDS

5.3 ACCEPTANCE OF BID (AWARD)

*Delete subparagraph **5.3.1** in its entirety and replace it with the following:*

5.3.1 It is the Owner's intention to award a contract using the Competitive Sealed Proposal process (CSP), as authorized by the State of Texas. In determining the successful offeror, the following criteria and weights will be used by the selection committee:

Proposal Amount	55
Proposed Completion Time	5
Proposed Project Staff	12
Proposers Experience on Similar Projects	12
Overall Reputation of the Proposer	16
Highest Possible Score	100

.1 The score assigned to each proposer for the Proposal Amount category will be calculated using the formula (1 - (P - L) ÷ L) x 55, where P is equal to the proposal amount submitted and L is the amount of the lowest proposal submitted. For the purpose of this evaluation, the Proposal Amount shall include: the lowest Alternate cost between Alternates 1A, 1B, 1C and 1d; lowest Alternate cost between Alternates 2A and 2B; and Alternate cost for Alternate 3..

.2 Proposers submitting a Completion Time of less than or equal to **94** calendar days will be assigned a score of 5. Each proposer submitting a completion time of greater than **94** calendar days will be awarded a score of 0. For the purpose of this evaluation, only the completion time submitted for the work included in the base bid will be considered.

.3 Deleted

.4 The score assigned to each proposer for the Proposed Project Staff, Proposers Experience on Similar Projects, and Overall Reputation of the Proposer categories will be determined by a committee consisting of Pasadena ISD administrators and the Architect. The committee will use information included in each proposer's qualification statement, information obtained from references listed by the proposers in their qualification statements, and assessments of each proposer based on past experience working with members of the committee to determine the scores assigned.

*Add subparagraphs **5.3.3** and **5.3.4** as follows:*

5.3.3 The Owner shall have the right to waive informalities or irregularities in a proposal received and to accept the proposal, which, in the Owner's judgment, is in the Owner's own best interests.

5.3.4 Proposals received from nonresident Bidders will be evaluated by the Owner as required by House Bill 620, 69th Legislature, 1985.

ARTICLE 7 -- PERFORMANCE BOND AND PAYMENT BOND

7.1 BOND REQUIREMENTS

*Change the last sentence of subparagraph **7.1.1** to read as follows:*

"Bonds may be secured through the Bidder's usual sources, except as required otherwise."

*Add the following sentence at the end of subparagraph **7.1.1**:*

"Refer to **§11.4** of Document 00 72 00, General Conditions, and Document 00 73 00, Supplementary Conditions."

*Delete subparagraph **7.1.3** in its entirety, and replace it with the following:*

7.1.3 Bonding Companies (Sureties) shall comply with the requirements of Article 11 of Document 00 72 00 - General Conditions, and Document 00 73 00 - Supplementary Conditions.

7.2 TIME OF DELIVERY AND FORM OF BONDS

*Delete subparagraphs **7.2.1** and **7.2.2** in their entirety, and replace them with the following:*

7.2.1 The Offeror shall deliver the required bonds to the Owner with the executed Agreement forms.

7.2.2 The bonds shall be written on Document 00 61 13.13 - Performance Bond Form, and Document 00 61 13.16 - Payment Bond Form, which are bound into the Project Manual. Both bonds shall be written in the amount of the Contract Sum.

*At subparagraph **7.2.3**, delete the phrase* "on or after".

*Add **Article 9** as follows:*

ARTICLE 9 -- ADDITIONAL INFORMATION AND INSTRUCTIONS

9.1 SALES TAX

9.1.1 The Owner is exempt from all Sales Tax. Refer to **§3.6** of Document 00 73 00, Supplementary Conditions.

9.2 WAGE RATES

9.2.1 The Owner has adopted a schedule of minimum wage rates for employees used in the construction of this project. Refer to **§3.21** of Document 00 73 00, Supplementary Conditions, and Document 00 73 43, Wage Rate Requirements.

9.3 HAZARDOUS MATERIALS

9.3.1 The use of any construction process or the installation of any materials containing the following is strictly prohibited on this project

- **.1** Asbestos
- **.2** Lead
- **.3** P.C.B. (Polychloride Biphenyls)
- **.4** Refrigerants R-11, R-12, R-113, R-114, R-500 and R-502

9.3.2 Prior to submitting a Proposal, each Offeror shall notify the Architect in writing of any materials or systems in the Bidding Documents which he has reason to believe contain any of the above listed items.

9.3.3 The Contractor shall comply with the requirements of Chapter 161, Subchapter Q, Installation of Asbestos, of the Texas Health and Safety Code and Chapter 1954, Asbestos Health Protection, of the Texas Occupations Code.

9.4 TOBACCO FREE CAMPUS

9.4.1 The Owner has designated their District as a tobacco free school district; therefore, the use of any tobacco will not be permitted anywhere on the project site at any time.

9.5 PRE-PROPOSAL CONFERENCE

9.5.1 A pre-proposal conference will be held at the date and time indicated in Document 00 11 19, Request for Competitive Sealed Proposals, at the offices of the Pasadena Independent School District Facilities and Construction Department, which are located at 1814 East Sam Houston Parkway South, Pasadena, Texas, 77503.

9.5.2 The Owner and the Architect will be represented, and all prospective Contractors are strongly urged to have a representative attend this conference.

END OF DOCUMENT 00 22 13

DOCUMENT 00 42 13.13 – PROPOSAL FORM

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP

Package A
Package B

SUBMITTED BY: _____

SUBMITTED TO: Board of Trustees
Pasadena Independent School District
3920 Mickey Gilley Blvd.
Pasadena, Texas 77505

Having carefully examined the Contract Documents prepared by cre8 Architects, dated March 25, 2026, and having examined the site conditions, the undersigned accepts the drawings and specifications as being satisfactory and adequate for the proper construction of the Work and proposes to furnish all labor, equipment and materials and perform all work for the completion of the above named project as stated below:

1. **Base Proposal: Package A Painting Project**

1.1 The undersigned agrees to complete the Work for the lump sum of:

Amount written in words governs._____Dollars

Amount in figures $ _____

2. **Base Proposal: Package B Painting Project**

2.1 The undersigned agrees to complete the Work for the lump sum of:

Amount written in words governs._____Dollars

Amount in figures $ _____

3. **Completion Time: Package A Painting Project**

3.1 The undersigned agrees to substantially complete the Work within _____ calendar days after receipt of the fully executed agreement and Notice to Proceed, subject to extensions of time granted in accordance with the Conditions of the Contract.

4. **Completion Time: Package B Painting Project**

4.1 The undersigned agrees to substantially complete the Work within _____ calendar days after receipt of the fully executed agreement and Notice to Proceed subject to extensions of time granted in accordance with the Conditions of the Contract.

5. **Alternates (None)**

6. **Addenda**

6.1 The undersigned acknowledges receipt of Addenda Nos. _____ dated, _____, 2026,

Issued during time for bidding, and has included the revisions described therein in this Proposal.

7. **Changes in the Work**

7.1 The undersigned understands that changes in the Work shall be performed in accordance with the Supplementary Conditions.

8. **Liquidated Damages**

8.1 The undersigned understands that Liquidated Damages, as defined in the Supplementary Conditions, will be included in the Form of Agreement Between Owner and Contractor and that the Contractor shall be bound thereto. Liquidated damages as

9. **Allowances**

9.1 The undersigned certifies that the allowances specified are included in the Base Proposal and that the unexpended balance of the allowance sums will revert to the Owner in the final settlement of the Contract.

10. **Proposer's Proposed Surety:** _____

11. In submitting this Proposal, the undersigned agrees to the following, as more fully described in the Contract Documents:
11.1 This Proposal will remain subject to acceptance for 60 days after the day of Proposal opening.
11.2 The Owner has the right to waive irregularities and to reject this or any other proposal.
11.3 The Proposer accepts the provision of the Instructions to Bidders regarding disposition of Bid Security.
11.4 The Proposer is familiar with federal, state, and local laws and regulations.
11.5 The Proposer will sign and return the Agreement with the Bonds, Insurance, and other documents required by the Bidding Requirements within 5 days after they are presented to the Proposer for signature.

_____
Authorized Signature

_____
Name

_____
Title

(SEAL, if a Corporation)
State whether Corporation,
Partnership or Individual

_____
Name of Contracting Firm

_____
Street Address

_____
City/State/Zip Code

_____
Telephone No.

_____
Fax No.

_____
Date

END OF DOCUMENT 00 42 13.13

DOCUMENT 00 43 13 - BID SECURITY FORM

KNOW ALL MEN BY THESE PRESENTS, THAT WE

_____ as Principal, and

_____ as Surety, are

held and firmly bound unto the Pasadena Independent School District, Pasadena, Harris County, Texas, hereinafter called the Owner, in the penal sum of _____

_____

($ _____) Dollars, lawful money of the United States, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid, dated

_____, 2026, being for:

Bond 2022 – Painting Project Districtwide
CSP 26P-040LP
Pasadena Independent School District
Package A
Package B

the kind and extent of work involved being set forth in detail in the proposed Contract Documents cited herein.

NOW, THEREFORE, if the Principal shall not withdraw the accompanying bid within sixty (60) days after the date set for opening thereof, and shall within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Owner in accordance with the bid as accepted; and give Bond and good and sufficient surety for the faithful performance and proper fulfillment of such contract including payment of all persons supplying labor or materials therefor, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay to the Owner the difference between the aggregate amount for which the Owner may enter into a contract for the same work with another Bidder; if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this _____day of _____, 2026, the name and Corporate Seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

SURETY	PRINCIPAL
_____	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Business Address _____	Business Address _____
_____	_____
Telephone No. _____	Telephone No. _____
Witness _____	Witness _____
Name _____	Name _____
Title _____	Title _____

END OF DOCUMENT 00 43 13

DOCUMENT 00 45 18 - FELONY CONVICTION NOTIFICATION

Bond 2022 – Painting Project Districtwide
CSP 26P-040LP
Pasadena Independent School District
Package A
Package B

Texas Education Code, Chapter 44, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or owner or operator of the business entity has been convicted of a felony." The notice must include a general description of the conduct resulting in the conviction of a felony.ection (b) states "a school district may terminate a contract with a person of business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This notice is not required of a publicly held corporation.

I, the undersigned for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Name of Vendor _____

Name of Authorized Company Official (Printed) _____

A. My firm is a publicly held corporation; therefore, this reporting is not applicable.

   Signature of Authorized Company Official _____ Date _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony.

   Signature of Authorized Company Official _____ Date _____

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

   Name of Individual(s): _____

   _____

   Details of Conviction(s): _____

   _____

   Signature of Authorized Company Official _____ Date _____

END OF DOCUMENT 00 45 18

DOCUMENT 00 45 19 - AFFIDAVIT OF NON-COLLUSION

Bond 2022 – Painting Project Districtwide
CSP 26P-037LP
Pasadena Independent School District
Package A
Package B

By submission of this bid or proposal, the undersigned certifies that:

A. The bid or proposal has been independently arrived at without collusion with any other bidder or with any other competitor;

B. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, to any other bidder or competitor or potential competitor, prior to the opening of the bids, or proposals for this project;

C. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;

D. The undersigned certifies that he is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his behalf.

_____ _____
Authorized Agent (Print Name) Date

_____
Signature

_____
Company Name

_____
Company Address

_____
City State Zip

END OF DOCUMENT 00 45 19

Bond 2022 - Painting Project Districtwide
CSP 26P-040LP
Pasadena Independent School District
Package A
Package B

By submitting a Proposal, the proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, with regards to acceptance or rejection of any proposals, and recommendation or award of the contract.

The Statement of Affirmation must be notarized.

STATEMENT OF AFFIRMATION
"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) of business entity making the proposal."

Firm's Name: _____

Address: _____

_____

Proposer's Name: _____

Position/Title: _____

Proposer's Signature: _____

Position/Title: _____

STATE OF TEXAS
COUNTY OF HARRIS
SUBSCRIBED and **SWORN TO** before me on this _____ day of _____, 2024.

Notary Public:_____

My Commission Expires: _____

This form must be executed, notarized, and submitted with proposal.

END OF DOCUMENT 00 45 20

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

END OF DOCUMENT 00 45 22

DOCUMENT 00 45 33 - CERTIFICATE OF NON-SEGREGATED FACILITIES

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

Applicable to Contracts, Subcontracts, and Agreements with Applicants who are themselves performing Federally assisted construction contracts, exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

By the submission of this Proposal, the Proposer, Offeror, Applicant, or Subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Proposer certifies further that they will not maintain or provide for their employees any segregated facilities at any of their establishments and that they will not permit their employees to perform their services at any location, under their control, where segregated facilities are maintained. The Proposer, Offeror, Applicant, or Subcontractor agrees that a breach of this Certification is a violation of the Equal Opportunity Clause in this proposed contract. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The Proposer further agrees that (except where they have obtained identical certifications from proposed Subcontractors for specific time periods) he will obtain identical certification from proposed Subcontractors prior to the award of Subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that they will retain such certifications in their files; and that the Proposer will forward the following notice to such proposed Subcontractors (except where the proposed Subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A Certification of Non-segregated Facilities, as required by the May 9, 1967, Order (32 F.R. 7439, May 19, 1967) or elimination of segregated facilities, by the Secretary of Labor, must be submitted prior to the award of a Subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The Certification may be submitted either for each Subcontract or for all Subcontracts during a period (i.e. quarterly, semi-annually, or annually).

The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

_____
Name of Company

_____
Signature

_____
Title

STATE OF TEXAS

COUNTY OF HARRIS

SUBSCRIBED and SWORN TO before me on this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

END OF DOCUMENT 00 45 33

DOCUMENT 00 45 35 - EQUAL OPPORTUNITY EMPLOYER STATEMENT

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

Submitted to: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505

Date: _____

Company Name: _____

P. O. Box: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

The Pasadena Independent School District can do business only with those contractors and vendors who are Equal Opportunity Employers and requires that this form be completed and submitted with the Proposal Form in order for the proposal to be considered responsive at the time the proposal is submitted.

1. Name of Owner or President: _____ Phone: _____
2. Current total employment: _____ No. of males: _____ No. of females: _____
3. Of the total number of persons currently employed, please provide the following race or ethnic breakdown:

   No. of whites: _____ No. of Hispanics: _____ No. of African-Americans: _____

   No. of other minorities: _____
4. Do you advertise as an equal opportunity employer? Yes ☐ No ☐
5. Do you have a written nondiscriminatory policy on employment? Yes ☐ No ☐
6. Has this policy been circulated throughout your organization? Yes ☐ No ☐
7. Name and title of the person to contact should any questions arise.

_____

Name Title Phone

Contractors that have previously submitted an Equal Opportunity Employer Statement and/or an Equal Opportunity Employer Affidavit are nonetheless required to complete these forms, provide updated information and submit it with the Bid.

END OF DOCUMENT 00 45 35

DOCUMENT 00 45 36 - EQUAL OPPORTUNITY EMPLOYER AFFIDAVIT

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

Submitted to: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505

STATE OF _____

COUNTY OF _____

This company, contractor or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex or national origin, and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and insure nondiscriminatory employment practices.

_____, being duly sworn, deposes and says that they are the
Printed Name

_____ of _____,
Title Company Name

and that all statements herein contained are true and correct.

_____
Signature

SUBSCRIBED and **SWORN TO** before me on this _____ day of _____, 20_____.

Notary Public: _____

My Commission Expires: _____

END OF DOCUMENT 00 45 36

PASADENA ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295

Certificate of Interested Parties (Form 1295 – must be filled out electronically with the Texas Ethics Commission's online filing application, printed out, signed, notarized, and submitted with proposal to Pasadena ISD.

Pasadena ISD is required to comply with House Bill 1295, which amended the Texas Government Code by adding Section 2252.908, Disclosure of Interested Parties. Section 2252.908 prohibits Pasadena ISD from entering into a contract resulting from this solicitation with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to Pasadena ISD at the time business entity submits the signed contract/proposal. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

"Interested Party" means a person:

a) who has a controlling interest in a business entity with whom Pasadena ISD contracts; or
b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

"Business Entity" means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation.

As a "business entity," all vendors must electronically complete, print, sign, notarize, and submit Form 1295 with their proposals even if no interested parties exist.

Proposers must file Form 1295 electronically with the Texas Ethics Commission using the online filing application, which can be found at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Proposers must use the filing application on the Texas Ethics Commission's website to enter the required information on Form 1295. Proposers must print a copy of the completed form, which will include a certification of filing containing a unique certification number. The Form 1295 must be signed by an authorized agent of the business entity, and the form must be notarized.

The completed Form 1295 with the certification of filing must be filed with Pasadena ISD by attaching the completed form to the vendor's proposal.

Pasadena ISD must acknowledge the receipt of the filed Form 1295 by notifying the Texas Ethics Commission of the receipt of the filed Form 1295 no later than the 30th day after the date the contract binds all parties to the contract. After Pasadena ISD acknowledges the Form 1295, the Texas Ethics Commission will post the completed Form 1295 to its website with seven business days after receiving notice from Pasadena ISD.

END OF DOCUMENT 00 45 46

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

After you submit the form on-line, the Texas Ethics Commission will add a Number and Date.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Company name here

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Pasadena ISD

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

Pasadena ISD RFP/CSP Number, for example <18P-001DG> If no RFP/CSP exists you can enter contract type/title.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Name of Interested Party from your Company as defined on previous page			

Must file online at www.ethics.state.tx.us/file

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is John Smith, and my date of birth is 1/19/1968.

My address is 123 Main Street, New York, NY, 10019, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in United States County, State of New York, on the 12th day of January (month), 20 18 (year).

John Smith

SIGN HERE

Signature of authorized agent of contracting business entity
(Declarant)

Forms provided by Texas Ethics Commission www.ethics.state.tx.us Version V1.0.3337

DOCUMENT 00 52 10 - PROHIBITING CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

Persuant to Section 1, Subtitle F, Title 10 of the Governmental Code, Chapter 2270, per House Bill 89, passed by the State of Texas Legislature effective September 1, 2017, Section 2270.022 “Prohibits a governmental entity from entering a contract with a company for goods or services without verification that the company 1) Does not boycott Israel and 2) Will not boycott Israel during the term of the Contract.”

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

Submitted to: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505

The Pasadena Independent School District can do business only with a company, vendors or individuals as defined by the Governmental Code 808.001 that does not boycott Israel and will not boycott Israel during the term of the Contract. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or a person or entity doing business in Israel, or is an Israeli-Controlled Territory, but does not include an action made for ordinary business purposes.

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Proposer’s
Name_____Position/Title_____

Proposer’s
Signature _____ Date_____

Subscribed and sworn to me on this _____ day of _____, 2024.

_____
Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF DOCUMENT 00 52 10

DOCUMENT 00 52 13 - AGREEMENT FORM

1 FORM OF AGREEMENT

1.1 The contract for construction of this Project shall be executed by the successful offeror on the *Standard Form of Agreement Between Owner and Contractor*, AIA Document A101 – 2017, modified to meet the Conditions of this Project.

2 CONDITIONS OF THE CONTRACT

2.1 Document 00 72 00, The *General Conditions of the Contract for Construction*, AIA Document A201 – 2017, is hereby specifically made a part of the Contract Documents, whether attached hereto or not; and as supplemented and amended herein, constitutes the General Conditions.

2.2 Document 00 73 00, Supplementary Conditions, contains modifications to the *General Conditions of the Contract for Construction*, AIA Document A201 – 2017. Provisions of the General Conditions unaltered by the Supplementary Conditions shall remain in effect.

END OF DOCUMENT 00 52 13

DOCUMENT 00 61 13.13 - PERFORMANCE BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called “Principal”, and _____ _____, a Corporation of the State of _____, hereinafter called "Surety", are held and firmly bound unto the Pasadena Independent School District, hereinafter called “Owner”, in the amount of _____ _____ ($ _____) Dollars for payment whereof the said principal and surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, for the complete construction on the property of the Owner, located in Harris County, Texas, of the work described as:

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

which said Contract and Documents referred to therein is herein now referred to and made part hereof as fully and completely as if copied in detail herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall well and truly and faithfully perform all the undertakings, covenants, terms, conditions, and agreements of said Contract, including, but not limited to, the faithful performance of the work required in accordance with the Contract Documents, during the original term thereof and extension thereof which may be granted by the Owner with or without notice to the Surety, and if said Principal shall satisfy all claims and demands incurred under such contract and shall fully indemnify, defend, and save harmless the Owner from all costs, damages and reasonable expenses which it may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expenses, including attorney’s fees, which the Owner may incur in making good any default, and shall reimburse and repay the Owner for all costs, including attorney’s fees, which the Owner may incur in the prosecution or defense of any suit or proceeding arising out of the breach or default of the Principal, then this obligation shall be void; otherwise, to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, or of the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of such change, extensions of time, alterations or additions to the terms of the Contract or to the work or to the specifications thereunder.

It is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas.

Simultaneously with the execution of this Performance Bond, the parties hereto have executed a Payment Bond, reference to which is made for all purposes. Nothing in this Performance Bond shall any way invalidate or nullify the obligations of the parties as set forth in said Payment Bond.

Provided, however, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253, et. seq., and liabilities on this bond shall be determined in accordance with the provisions of said Section to the same extent as if it were copied at length herein.

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Section 2253.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20_____.

SURETY	PRINCIPAL
_____	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Business Address _____	Business Address _____
_____	_____
Telephone No. _____	Telephone No. _____
Witness _____	Witness _____
Name _____	Name _____
Title _____	Title _____

APPROVED AS TO FORM:
PASADENA INDEPENDENT SCHOOL DISTRICT

By _____

Name _____

Title _____

END OF DOCUMENT 00 61 13.13

DOCUMENT 00 61 13.16 - PAYMENT BOND FORM

KNOW ALL MEN BY THESE PRESENTS, that we _____ _____, a Corporation of the State of Texas, with home office and principal place of business in _____, Texas, hereinafter called "Principal", and _____ _____, a Corporation of the State of _____, hereinafter called "Surety", are held and firmly bound unto the Pasadena Independent School District, hereinafter called "Owner", for the use and benefit of all persons, firms and corporations who may furnish material or perform labor upon the buildings or improvements hereinafter referred to, in the penal sum of _____ _____ ($ _____) Dollars (the Contract Price) for payment whereof the said principal and surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has entered into a certain contract with the Owner, dated the _____ day of _____, 20_____, for the complete construction on the property of the Owner, located in Harris County, Texas, of the work described as:

Bond 2022 – Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

which said Contract and Documents referred to therein is herein now referred to and made part hereof as fully and completely as if copied in detail herein.

NOW, THEREFORE, the condition of this obligation is such that if said Principal shall promptly make payment to all persons, firms and corporations who may furnish material or perform labor in the prosecution of the work provided for in such Contract, and extension or modification thereof, then this obligation shall be void; otherwise, to remain in full force and effect.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or additions to the terms of the Contract or to the work to be performed thereunder, or of the specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of such change, extensions of time, alterations or additions to the terms of the Contract or to the work or to the specifications thereunder.

No final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied, and it is expressly provided that if any legal action shall be filed upon this bond, venue shall lie in Harris County, Texas.

Simultaneously with the execution of this Payment Bond, the parties hereto have executed a Performance Bond, reference to which is made for all purposes. Nothing in this Payment Bond shall any way invalidate or nullify the obligations of the parties as set forth in said Performance Bond.

Provided, however, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253, et. Seq., and liabilities on this bond shall be determined in accordance with the provisions of said Section to the same extent as if it were copied at length herein.

Provided, however, that nothing in the bond shall be construed to limit the rights of the beneficiaries of this Bond which they might have under general, special or common law of the State of Texas not inconsistent with the terms hereof and not inconsistent with the provisions of Section 2253.

IN TESTIMONY WHEREOF, the parties hereto have executed this instrument on this _____ day of _____, 20_____.

SURETY	PRINCIPAL
_____	_____
By _____	By _____
Name _____	Name _____
Title _____	Title _____
Business Address _____	Business Address _____
_____	_____
Telephone No. _____	Telephone No. _____
Witness _____	Witness _____
Name _____	Name _____
Title _____	Title _____

APPROVED AS TO FORM:
PASADENA INDEPENDENT SCHOOL DISTRICT

By _____

Name _____

Title _____

END OF DOCUMENT 00 61 13.16

Package A Painting Project Districtwide
Package B Painting Project Districtwide
Pasadena Independent School District

STATE OF TEXAS

COUNTY OF: _____

This Agreement is made by and between Pasadena Independent School District (called "Owner") and _____ (called "Contractor") to be effective from its date of execution, in which Contractor, as condition precedent to its engagement to perform, supervise, and subcontract particular work on behalf of Owner referred to for all purposes as the

Bond 2022 - Painting Project Districtwide
CSP 26P-040LP
Package A / Package B

(called "Project") agrees to indemnify and hold harmless Owner, its Board of Trustees, individually and in their capacities, and all employees and agents of Owner, from any and all claims, actions, demands, suits, causes or otherwise, for personal injury, death or property damage, arising out of or related directly or indirectly to the Project, brought by or on behalf of any person, group of persons, or legal entity.

All contracts and other documents relating to the Project are hereby incorporated herein and deemed to be a part hereof by reference. Further, Contractor agrees that the consideration which it is to receive for the performance of work under Project be deemed adequate consideration for the execution of this indemnity and hold harmless agreement, of which it forms an integral part.

Executed in duplicated originals this _____ day of _____, 2024.

By: _____

Its Authorized Representative

_____

CONTRACTOR

PASADENA INDEPENDENT SCHOOL DISTRICT

By: _____

Its Authorized Representative

_____

OWNER

END OF DOCUMENT 00 61 16

DOCUMENT 00 62 08 - SB9 CONTRACTOR CERTIFICATION

Bond 2022 - Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP

Package A
Package B

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at the school district.

Definitions:

Covered employees: All employees of a contractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying Conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under title 5, Texas penal code; (b) an offense for which a defendant is required to register as a sex offender under chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

On behalf of _____ ("Contractor"), I certify that [check one]:

[ ] none of contractor's employees are covered employees, as defined above.

Or

[ ] some or all of contractor's employees are covered employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas department of Public Safety, regarding its covered employees. None of the employees has a disqualifying conviction. Contractor has taken responsible steps to ensure that its employees whare not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If contractor receives information that a covered employee has a disqualifying conviction, contractor will immediately remove the covered employee from contract duties and notify the district in writing within 3 business days.

(3) Upon request, contractor will make available for the district's inspection the criminal history record information of any covered employee. If the district objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, contractor agrees to discontinue using that covered employee to provide services at the district.

Noncompliance by contractor with this certification may be grounds for contract termination.

Signature: _____

Date: _____

DOCUMENT 00 62 09.1 - CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY SERVICE CONTRACTOR

Bond 2022 - Flooring Replacements Project
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

Submitted to: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to Pasadena Independent School District (the "District") that such firm has obtained, reviewed and verified, from a law enforcement or criminal justice agency, the criminal history record information of all employees of the contracting firm hired *before January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the contracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the contracting firm identified below, swears and affirms to the District, that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the contracting firm hired *on or after January 1, 2008*, who (i) have or will have continuing duties related to the contracted services, and (ii) have or will have direct contact with students. The undersigned further certifies that no employees of the contracting firm, who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(3) The undersigned firm swears and covenants that no present or future employee of the contracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any subcontractor of the contracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified, as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(4) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any

employee or independent contractor of the contracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the contracting firm will immediately remove or cause the removal of such employee from the Project and notify the District.

(5) Furthermore, if requested by the District, the name, driver's license number, and any other national criminal history information of any person on the Project will be submitted to, and subject to periodic review by, the District.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

_____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____

END OF DOCUMENT 00 62 09.1

DOCUMENT 00 62 09.2 - CERTIFICATION OF CRIMINAL HISTORY RECORD INFORMATION REVIEW BY SERVICE SUBCONTRACTOR

Bond 2022 - Flooring Replacements Project
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

Submitted to: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505

STATE OF TEXAS §

COUNTY OF _____ §

(1) The undersigned representative, on behalf of the subcontracting firm identified below, swears and affirms to Pasadena Independent School District (the "District") and to the Contractor identified above that such firm has obtained, reviewed and verified, from the Texas Department of Public Safety criminal clearinghouse, the national criminal history record information of all employees of the subcontracting firm who (i) have or will have continuing duties related to the subcontracted services, and (ii) have or will have direct contact with students (substantial opportunity for verbal or physical interaction with students that is not supervised by a certified educator or other professional District employee). The undersigned further certifies that no employees of the subcontracting firm who meet the requirements of (i) and (ii) herein have been convicted of any offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy.

(2) The undersigned representative, on behalf of the subcontracting firm identified below, swears and covenants that no present or future employee of the subcontracting firm, no present or future independent contractor, and no present or future employee or independent contractor of any sub-subcontractor of the subcontracting firm, will provide services to the Project on a continuing basis that involve direct contact with students unless and until such employee's or independent contractor's national criminal history record information has been reviewed, cleared and certified as required herein. In the event of an emergency, an employee or independent contractor who has not been previously certified may only provide services that involve direct contact with students if such employee is escorted by a District employee.

(3) The undersigned firm swears and covenants that, upon receipt of information, directly or indirectly, that any employee or independent contractor of the subcontracting firm has been convicted of an offense identified in Section 22.085 of the Texas Education Code or prohibited by District policy, the subcontracting firm will immediately remove or cause the removal of such employee from the Project and notify the District.

(4) Furthermore, if requested by the District, the name, driver's license number, and any other national criminal history information of any person on the Project will be submitted to the District.

_____, being duly sworn, affirms and certifies that he/she is the _____ (position) of _____ (contracting firm), and that all statements and acknowledgements contained herein are true and correct, and that he/she has the authority to bind such firm to the covenants set out above.

_____

SUBSCRIBED AND SWORN TO BEFORE ME this ____ day of _____, 20_____.

Notary Public _____ State of _____

My Commission expires _____

END OF DOCUMENT 00 62 09.2

DOCUMENT 00 72 00 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

AIA® Document A201™ – 2017

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

Bond 2022 - Painting Project Districtwide
Pasadena Independent School District
CSP 26P-040LP
Package A
Package B

THE OWNER:
(Name, legal status and address)

Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, TX 77505

THE ARCHITECT:
(Name, legal status and address)

cre8 Architects
3815 Montrose Boulevard, Suite 123
Houston, TX 77006

TABLE OF ARTICLES

1 GENERAL PROVISIONS

2 OWNER

3 CONTRACTOR

4 ARCHITECT

5 SUBCONTRACTORS

6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

7 CHANGES IN THE WORK

8 TIME

9 PAYMENTS AND COMPLETION

10 PROTECTION OF PERSONS AND PROPERTY

11 INSURANCE AND BONDS

12 UNCOVERING AND CORRECTION OF WORK

13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES

DRAFT

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INDEX
(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work
9.6.6, 9.9.3, **12.3**
Acceptance of Work
9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, 12.3
Access to Work
3.16, 6.2.1, 12.1
Accident Prevention
10
Acts and Omissions
3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, 15.2
Addenda
1.1.1
Additional Costs, Claims for
3.7.4, 3.7.5, 10.3.2, 15.1.5
Additional Inspections and Testing
9.4.2, 9.8.3, 12.2.1, **13.4**
Additional Time, Claims for
3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**
Administration of the Contract
3.1.3, **4.2**, 9.4, 9.5
Advertisement or Invitation to Bid
1.1.1
Aesthetic Effect
4.2.13
Allowances
3.8
Applications for Payment
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10
Approvals
2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, 13.4.1
Arbitration
8.3.1, 15.3.2, **15.4**
ARCHITECT
4
Architect, Definition of
4.1.1
Architect, Extent of Authority
2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, 15.2.1
Architect, Limitations of Authority and Responsibility
2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, 15.2
Architect's Additional Services and Expenses
2.5, 12.2.1, 13.4.2, 13.4.3, 14.2.4
Architect's Administration of the Contract
3.1.3, 3.7.4, 15.2, 9.4.1, 9.5
Architect's Approvals
2.5, 3.1.3, 3.5, 3.10.2, 4.2.7
Architect's Authority to Reject Work
3.5, 4.2.6, 12.1.2, 12.2.1
Architect's Copyright
1.1.7, 1.5
Architect's Decisions
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, 15.2
Architect's Inspections
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 13.4
Architect's Instructions
3.2.4, 3.3.1, 4.2.6, 4.2.7, 13.4.2
Architect's Interpretations
4.2.11, 4.2.12
Architect's Project Representative
4.2.10
Architect's Relationship with Contractor
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, 15.2
Architect's Relationship with Subcontractors
1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, 11.3
Architect's Representations
9.4.2, 9.5.1, 9.10.1
Architect's Site Visits
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Asbestos
10.3.1
Attorneys' Fees
3.18.1, 9.6.8, 9.10.2, 10.3.3
Award of Separate Contracts
6.1.1, 6.1.2
Award of Subcontracts and Other Contracts for Portions of the Work
5.2
Basic Definitions
1.1
Bidding Requirements
1.1.1
Binding Dispute Resolution
8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, 15.4.1
Bonds, Lien
7.3.4.4, 9.6.8, 9.10.2, 9.10.3
Bonds, Performance, and Payment
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**
Building Information Models Use and Reliance
1.8
Building Permit
3.7.1
Capitalization
1.3
Certificate of Substantial Completion
9.8.3, 9.8.4, 9.8.5

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Certificates for Payment
4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, 15.1.4
Certificates of Inspection, Testing or Approval
13.4.4
Certificates of Insurance
9.10.2
Change Orders
1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2
Change Orders, Definition of
7.2.1
CHANGES IN THE WORK
2.2.2, 3.11, 4.2.8, **7**, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5
Claims, Definition of
15.1.1
Claims, Notice of
1.6.2, 15.1.3
CLAIMS AND DISPUTES
3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4
Claims and Timely Assertion of Claims
15.4.1
Claims for Additional Cost
3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**
Claims for Additional Time
3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**
Concealed or Unknown Conditions, Claims for
3.7.4
Claims for Damages
3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7
Claims Subject to Arbitration
15.4.1
Cleaning Up
3.15, 6.3
Commencement of the Work, Conditions Relating to
2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3, 6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**
Commencement of the Work, Definition of
8.1.2
Communications
3.9.1, **4.2.4**
Completion, Conditions Relating to
3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2
COMPLETION, PAYMENTS AND
9
Completion, Substantial
3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2
Compliance with Laws
2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3
Concealed or Unknown Conditions
3.7.4, 4.2.8, 8.3.1, 10.3
Conditions of the Contract
1.1.1, 6.1.1, 6.1.4
Consent, Written
3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2
Consolidation or Joinder
15.4.4
CONSTRUCTION BY OWNER OR BY
SEPARATE CONTRACTORS
1.1.4, **6**
Construction Change Directive, Definition of
7.3.1
Construction Change Directives
1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1
Construction Schedules, Contractor's
3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Contingent Assignment of Subcontracts
5.4, 14.2.2.2
Continuing Contract Performance
15.1.4
Contract, Definition of
1.1.2
CONTRACT, TERMINATION OR
SUSPENSION OF THE
5.4.1.1, 5.4.2, 11.5, **14**
Contract Administration
3.1.3, 4, 9.4, 9.5
Contract Award and Execution, Conditions Relating to
3.7.1, 3.10, 5.2, 6.1
Contract Documents, Copies Furnished and Use of
1.5.2, 2.3.6, 5.3
Contract Documents, Definition of
1.1.1
Contract Sum
2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5, 15.2.5**
Contract Sum, Definition of
9.1
Contract Time
1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5
Contract Time, Definition of
8.1.1
CONTRACTOR
3
Contractor, Definition of
3.1, 6.1.2
Contractor's Construction and Submittal
Schedules
3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

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Contractor's Employees
2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1
Contractor's Liability Insurance
11.1
Contractor's Relationship with Separate Contractors and Owner's Forces
3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4
Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4
Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1
Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2
Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8
Contractor's Review of Contract Documents
3.2
Contractor's Right to Stop the Work
2.2.2, 9.7
Contractor's Right to Terminate the Contract
14.1
Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3
Contractor's Superintendent
3.9, 10.2.6
Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4
Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1
Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11
Copyrights
1.5, **3.17**
Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1
Correlation and Intent of the Contract Documents
1.2
Cost, Definition of
7.3.4
Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14
Cutting and Patching
3.14, 6.2.5
Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4
Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7
Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2
Date of Commencement of the Work, Definition of
8.1.2
Date of Substantial Completion, Definition of
8.1.3
Day, Definition of
8.1.4
Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2
Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3
Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1
Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1
Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5
Digital Data Use and Transmission
1.7
Disputes
6.3, 7.3.9, 15.1, 15.2
Documents and Samples at the Site
3.11
Drawings, Definition of
1.1.5
Drawings and Specifications, Use and Ownership of
3.11
Effective Date of Insurance
8.2.2
Emergencies
10.4, 14.1.1.2, **15.1.5**
Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1
Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

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Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**
Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Faulty Work
(See Defective or Nonconforming Work)
Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3
Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4
GENERAL PROVISIONS
1
Governing Law
13.1
Guarantees (See Warranty)
Hazardous Materials and Substances
10.2.4, **10.3**
Identification of Subcontractors and Suppliers
5.2.1
Indemnification
3.17, **3.18**, 9.6.8, 9.10.2, 10.3.3, 11.3
Information and Services Required of the Owner
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5, 9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Initial Decision
15.2
Initial Decision Maker, Definition of
1.1.8
Initial Decision Maker, Decisions
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Initial Decision Maker, Extent of Authority
14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5
Injury or Damage to Person or Property
10.2.8, 10.4
Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 12.2.1, 13.4
Instructions to Bidders
1.1.1
Instructions to the Contractor
3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2
Instruments of Service, Definition of
1.1.7
Insurance
6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, **11**
Insurance, Notice of Cancellation or Expiration
11.1.4, 11.2.3
Insurance, Contractor's Liability
11.1
Insurance, Effective Date of
8.2.2, 14.4.2
Insurance, Owner's Liability
11.2
Insurance, Property
10.2.5, 11.2, 11.4, 11.5
Insurance, Stored Materials
9.3.2
INSURANCE AND BONDS
11
Insurance Companies, Consent to Partial Occupancy
9.9.1
Insured loss, Adjustment and Settlement of
11.5
Intent of the Contract Documents
1.2.1, 4.2.7, 4.2.12, 4.2.13
Interest
13.5
Interpretation
1.1.8, 1.2.3, **1.4**, 4.1.1, 5.1, 6.1.2, 15.1.1
Interpretations, Written
4.2.11, 4.2.12
Judgment on Final Award
15.4.2
Labor and Materials, Equipment
1.1.3, 1.1.6, **3.4**, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2
Labor Disputes
8.3.1
Laws and Regulations
1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Liens
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Limitations, Statutes of
12.2.5, 15.1.2, 15.4.1.1
Limitations of Liability
3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6, 4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3, 11.3, 12.2.5, 13.3.1
Limitations of Time
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7, 5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15, 15.1.2, 15.1.3, 15.1.5
Materials, Hazardous
10.2.4, **10.3**
Materials, Labor, Equipment and
1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2
Means, Methods, Techniques, Sequences and Procedures of Construction
3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2
Mechanic's Lien
2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8
Mediation
8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, **15.3**, 15.4.1, 15.4.1.1
Minor Changes in the Work
1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, **7.4**

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MISCELLANEOUS PROVISIONS
13
Modifications, Definition of
1.1.1
Modifications to the Contract
1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7, 10.3.2
Mutual Responsibility
6.2
Nonconforming Work, Acceptance of
9.6.6, 9.9.3, **12.3**
Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4, 12.2
Notice
1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4, 3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4, 8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1, 13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5, 15.1.6, 15.4.1
Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3
Notice of Claims
1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6, 15.2.8, 15.3.2, 15.4.1
Notice of Testing and Inspections
13.4.1, 13.4.2
Observations, Contractor's
3.2, 3.7.4
Occupancy
2.3.1, 9.6.6, 9.8
Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2, 14.3.1
OWNER
2
Owner, Definition of
2.1.1
Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4
Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2, 9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2, 14.1.1.4, 14.1.4, 15.1.4
Owner's Authority
1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2, 4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1, 7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2, 10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4, 15.2.7
Owner's Insurance
11.2
Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2
Owner's Right to Carry Out the Work
2.5, 14.2.2
Owner's Right to Clean Up
6.3
Owner's Right to Perform Construction and to Award Separate Contracts
6.1
Owner's Right to Stop the Work
2.4
Owner's Right to Suspend the Work
14.3
Owner's Right to Terminate the Contract
14.2, 14.4
Ownership and Use of Drawings, Specifications and Other Instruments of Service
1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12, 5.3
Partial Occupancy or Use
9.6.6, **9.9**
Patching, Cutting and
3.14, 6.2.5
Patents
3.17
Payment, Applications for
4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1, 14.2.3, 14.2.4, 14.4.3
Payment, Certificates for
4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4
Payment, Failure of
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2
Payment, Final
4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3
Payment Bond, Performance Bond and
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Payments, Progress
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4
PAYMENTS AND COMPLETION
9
Payments to Subcontractors
5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2
PCB
10.3.1
Performance Bond and Payment Bond
7.3.4.4, 9.6.7, 9.10.3, **11.1.2**
Permits, Fees, Notices and Compliance with Laws
2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2
PERSONS AND PROPERTY, PROTECTION OF
10
Polychlorinated Biphenyl
10.3.1
Product Data, Definition of
3.12.2
Product Data and Samples, Shop Drawings
3.11, **3.12**, 4.2.7
Progress and Completion
4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4
Progress Payments
9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

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Project, Definition of
1.1.4
Project Representatives
4.2.10
Property Insurance
10.2.5, **11.2**
Proposal Requirements
1.1.1
PROTECTION OF PERSONS AND PROPERTY
10
Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
Review of Contract Documents and Field Conditions by Contractor
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1, 6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2, 12.2.4, **13.3**, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, **10.1**, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, **3.12**, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, **3.12**, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4
Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, **1.1.6**, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2, 9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8, 9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, **11.3**
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, **9.8**, 9.9.1, 9.10.3, 12.2, 15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2

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Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, **3.3**, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6, 9.10.5, 14.2.1
Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2, 15.2.7
Surety, Consent of
9.8.5, 9.10.2, 9.10.3
Surveys
1.1.7, 2.3.4
Suspension by the Owner for Convenience
14.3
Suspension of the Work
3.7.5, 5.4.2, 14.3
Suspension or Termination of the Contract
5.4.1.1, 14
Taxes
3.6, 3.8.2.1, 7.3.4.4
Termination by the Contractor
14.1, 15.1.7
Termination by the Owner for Cause
5.4.1.1, **14.2,** 15.1.7
Termination by the Owner for Convenience
14.4
Termination of the Architect
2.3.3
Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT
14
Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**
TIME
8
Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7, 10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5
Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2, 5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2, 15.1.3, 15.4
Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3
Title to Work
9.3.2, 9.3.3
UNCOVERING AND CORRECTION OF WORK
12
Uncovering of Work
12.1
Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3
Unit Prices
7.3.3.2, 9.1.2
Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3
Use of Site
3.13, 6.1.1, 6.2.1
Values, Schedule of
9.2, 9.3.1
Waiver of Claims by the Architect
13.3.2
Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**
Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**
Waiver of Consequential Damages
14.2.4, 15.1.7
Waiver of Liens
9.3, 9.10.2, 9.10.4
Waivers of Subrogation
6.1.1, **11.3**
Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2, 15.1.2
Weather Delays
8.3, 15.1.6.2
Work, Definition of
1.1.3
Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3, 13.2, 13.3.2, 15.4.4.2
Written Interpretations
4.2.11, 4.2.12
Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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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 G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk

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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.

§ 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.

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§ 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.

§ 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

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obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall 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.

§ 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.

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§ 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.

§ 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.

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§ 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.

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§ 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.

§ 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

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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.

§ 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

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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.

§ 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

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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.

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.

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§ 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.

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.

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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.

§ 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.

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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:

- **.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.

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§ 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.

§ 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.

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§ 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.

§ 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

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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;
- **.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.

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§ 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.

§ 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.

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§ 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.

§ 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.

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§ 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

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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 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, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property

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(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for 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 (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice 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.

§ 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

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provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice 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.

§ 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

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

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

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correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 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** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the 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; and the termination fee, if any, set forth in the Agreement.

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, 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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§ 15.1.3 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.

§ 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 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 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

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and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of 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.

§ 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.

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, 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.

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§ 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.

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

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

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

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 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 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.

§ 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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DOCUMENT 00 73 00 - SUPPLEMENTARY CONDITIONS

Pasadena Independent School District

The following supplements modify the "General Conditions of the Contract for Construction", AIA Document A201, Sixteenth Edition, 2017. Where a portion of the General Conditions is modified or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. As appropriate, for purposes of this Request for Proposal, the term "Bid" shall mean "Proposal" and the term "Bidder" shall mean "Offeror", wherever they appear in the Construction Documents.

ARTICLE 1 -- GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENT

Delete Section **1.1.1** in its entirety and substitute the following:

1.1.1 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), Performance Bond, Labor and Material Payment Bond, 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 propose, instructions to Proposers, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's Proposal or portions of Addenda relating to proposal requirements).

To the extent any provision in the Supplementary Conditions to these AIA Document A201-2017 General Conditions, issued by Owner, conflicts with any provision in the Supplementary Conditions issued by the Architect; the Supplementary Conditions to these AIA Document A201-2017 General Conditions issued by Owner shall control.

1.1.3 THE WORK

Add the following sentence at the end of this section:

It also includes all supplies, skill, supervision, transportation services and other facilities and things necessary, proper or incidental to the carrying out and completion of the terms of the contract and all other items of cost or value needed to produce, construct and fully complete the public work identified by the Contract Documents.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add the following Sections:

1.2.1.2 Precedence of the Contract Documents: The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications (such as Change Orders) signed by the Contractor and Owner.
.2 The Agreement. (AIA Document A101-2017)
.3 The Supplementary Conditions
.4 The General Conditions of the Contract for Construction
.**5** Addenda, with those of later date having precedence over those of earlier date
.6 Drawings and Specifications

Should these Documents disagree in themselves, the Architect and Owner will select the appropriate method for performing the Work, to facilitating avoiding increase in the Contract cost.

1.2.1.3 Relation of Specifications and Drawings: To be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the most expensive combination of quality and quantity of Work indicated. In the event of the above mentioned disagreements, the resolution shall be determined by the Architect and Owner.

1.6 NOTICE

Delete the text of Section **1.6.1** in its entirety and substitute the following:

1.6.1 Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer at the corporation for which is was intended, or if delivered at or sent by certified mail, or by registered or certified mail, or by courier service providing proof of delivery, to the last business address known to the party giving notice, or if delivered by facsimile or other electronic communications to the offices of the person or corporation for which it was intended. For facsimiles or other electronic communications received after 5:00 p.m. on a business day, or on a weekend or legal holiday on which the recipient's offices are closed, notice shall be deemed to have been duly served on the next business day.

Delete the text of Section **1.6.2** in its entirety.

Add Section **1.9** as follows:

1.9 MISCELLANEOUS OTHER DEFINITIONS

1.9.1 ADDENDA, ADDENDUM

Documents issued by the Architect prior to execution of the Owner Contractor Agreement for this Project that modify or clarify the Proposal Documents. All addenda become a part of the Contract Documents.

1.9.2 ALTERNATE PROPOSAL(S)

A separate amount stated on a separate Proposal Form which, if accepted by the Owner, will be added to or deducted from the Base Proposal. If accepted, the work that corresponds to the alternate proposal will become part of the agreement between Owner and Contractor. Alternate proposals shall remain valid for the same period of time as the Base Proposal after receipt of proposals, regardless if an Owner Contractor Agreement has been executed, unless indicated otherwise herein.

1.9.3 APPROVED, APPROVED EQUIVALENT, APPROVED EQUAL, OR EQUAL

The terms Approved, Approved Equivalent, Approved Equal, and Or Equal, relate to the substitution of products or systems approved in writing by the Architect. Refer to Paragraph 3.4.2, Substitution of Products and Systems, for procedures which must be followed after award of contract. The substitution procedure process to be followed prior to receipt of proposals is described in the Instructions to Bidders.

1.9.4 BASE PROPOSAL

The Contractor's proposal for the Work, not including any Alternates.

1.9.5 CONTRACT TIME

The period of time including Anticipated Weather Days which is established in the Contract Documents for Substantial Completion of the Work. This period of time is subject to authorized adjustments for Unanticipated Weather Days and other Calendar Day extensions of time as enumerated in the Contract Documents.

1.9.6 DATE OF AGREEMENT

The date the Owner formally awards a Contract for Construction of the Work. This date will be inserted in the first page of the Agreement between Owner and Contractor and shall be referenced in Performance Bond and Payment Bond forms. See also Date of Commencement of Work.

1.9.7 DATE OF COMMENCEMENT OF THE WORK

The date of a written Notice to Proceed to the Contractor for a given portion of the Work. This date constitutes day zero (0) of the stated Contract Time. The Notice to Proceed will be issued after the District has received and validated the Contractor's Payment Bond, Performance Bond and Insurance.

1.9.8 DATE OF FINAL COMPLETION

The end of construction. See AIA Document A201, Section 9.10.

1.9.9 DAY

The following days are referenced in the documents:

.1 Calendar Days. Extensions of time granted for Regular Work Days lost, if any, will be converted to Calendar Days.

.2 Holidays: The days officially recognized by the construction industry in this area as a holiday; normally limited to the observance days of New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and the day after and Christmas Day.

.3 Regular Work Days: All calendar days except holidays, Saturdays, and Sundays. Requests for extensions of time shall be requested on the basis of Regular Work Days, and those days, if approved, will be converted to calendar days by multiplying by a factor of one and four-tenths (1.4).

.4 Anticipated Weather Days: An allowance of Regular Work Days, established as probable days lost due to weather delays; said allowance to be included in the Contractor's proposed Completion Time on his Bid Form.

.5 Weather Days: Regular Work Days when rain, flooding, snow, unusually high winds, excessively wet grounds, or similar circumstances prevent progress on major or critical portions of the Work. The Contractor will be entitled to an extension of the Contract Time for the net additional time, if any, which result from deducting the amount of Anticipated Weather Days from the total amount of Weather Days.

.6 Net Weather Days: The difference in working days between Anticipated Weather Days and Weather Days.

1.9.10 NOTICE TO PROCEED

A notice that may be given by the Owner to the Contractor that directs the Contractor to start the Work. It may also establish the Date of Commencement of the Work.

1.9.11 PROVIDE

Whenever the word "provide" is used in these documents, it shall mean the same as "furnish and install".

1.9.12 PUNCH LIST

A comprehensive list prepared by the Contractor prior to Substantial Completion to establish all items to be completed or corrected; this list may be supplemented by the Architect or Owner. See AIA Document A201, Section 9.8.

1.9.13 UNIT PRICES

A cost for a unit of work as described in the Contract Documents. The Owner may add or deduct Unit Price work at the amounts stated on the Proposal Form and such amounts shall not be subject to additional mark up by the Contractor or his subcontractors."

ARTICLE 2 – OWNER

2.1 GENERAL

Delete the text of Section **2.1.1** in its entirety and substitute the following:

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. All parties understand that only the Board of Trustees for the Owner acting as a body corporate has the authority to bind the Owner with respect to all matters requiring the Board's approval under current policy of the Board of Trustees for the Owner, including, but not limited to, Change Orders. Except as otherwise provided in Section 4.2.1, the Architect does not have authority to bind the Owner with respect to matters requiring the Owner's approval or authorization. The term "Owner" means the Owner or the Owner's authorized representative.

Delete the text of Section **2.1.2** in its entirely.

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

After the first sentence of Section **2.2.1,** delete the remainder of Section **2.2.1** in its entirety.

Delete Sections **2.2.2** and **2.2.3** in their entirety.

2.3 INFORMATION AND SERVICES REQUIRED OF THE OWNER

Delete Section **2.3.6** in its entirety and replace it with the following:

2.3.6 The Contractor will be furnished free of charge 25 copies of the Drawings and 25 copies of the Project Manual. These copies may have been used during the Bid/Proposal process and it is the Contractor's responsibility to determine their completeness and to request replacement of any missing portions. Additional new copies will be furnished at the cost of reproduction, postage, and handling.

2.5 OWNER'S RIGHT TO CARRY OUT THE WORK

Delete the text of Section **2.5.** in its entirety and substitute the following:

If the Contractor defaults or neglects to carry out the work in accordance with the Contract Documents and fails, after receipt of written notice from the Owner, to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the actual cost of correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services and expenses made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to the prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner within thirty (30) days of receipt of written notice from the Owner therefor.

Add Section **2.6** as follows:

2.6 OWNER'S LACK OF LIABILITY TO THIRD PARTY

2.6.1 The Owner is not responsible for the acts and/or omissions of, or contractually involved with, any subcontractors, suppliers of labor or materials, and/or their respective employees or agents or any other third-party claimants. Such claimants shall not constitute third party beneficiaries under this contract. The Contractor and/or his Surety solely shall deal with, take responsibility for, and be liable to such parties under

this Contract. Contractor will indemnify and defend the Owner from any legal actions against Owner for unpaid bills of subcontractors.

Add Section **2.7** as follows:

2.7 OWNER'S RIGHT TO OCCUPY THE PROJECT

2.7.1 The Owner shall have the right to occupy or use without prejudice to the right of either party, any completed or largely completed portions of the project, notwithstanding the time for completing the entire work or such portions may not yet have expired. Such occupancy and use shall not constitute acceptance of any work not in accordance with the Contract Documents. If the Contractor determines that said occupancy may cause a delay to the completion of the project, he shall notify the Owner in writing immediately.

2.7.2 Refer to Article 11 Insurance and Bonds regarding property insurance requirements in the event of such occupancy.

2.7.3 If Contractor has not completed the obligations of the Contract Documents by the dates established by subsequent Amendments to the Agreement Between Owner and Construction Manager, the Owner shall have the right to occupy or use the entire project.

ARTICLE 3 -- CONTRACTOR

3.1 GENERAL

Add Section **3.1.4** as follows:

3.1.4 The Contractor must be fully qualified under any state or local licensing laws for Contractors in effect at the time and at the location of the work. The Contractor is responsible for determining that all of his subcontractors and prospective subcontractors are duly licensed in accordance with the law.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

Delete the last sentence of Section **3.2.4** in its entirety and substitute the following:

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 provided such errors, inconsistencies, omissions, differences, or nonconformities could not have been ascertained from a careful study of the Contract Documents.

Add Sections **3.2.5, 3.2.**6 and **3.2.7** as follows:

3.2.5 The Contractor shall make a reasonable attempt to interpret the Contract Documents before asking the Architect for assistance in interpretation. The Contractor shall not ask the Architect for observation of work prior to the Contractor's field superintendent's personal inspection of the work and his determination that the work of all major subcontractors, to allow the subcontractor to demonstrate his understanding of the documents to the Architect and to allow the subcontractor to ask for any interpretation he may require.

3.2.6 If, in the opinion of the Architect, the Contractor does not make a reasonable effort to comply with the above requirements of the Contract Documents and this causes the Architect or his Consultants to expend an unreasonable amount of time in the discharge of the duties imposed on him by the Contract Documents, then the Contractor shall bear the cost of compensation for the Architect's additional services made necessary by such failure. The Architect will give the Contractor prior notice of intent to bill for additional services related to Sections 3.2.5, 3.2.6 and 3.7 before additional services are performed.

3.2.7 If the Contractor has knowledge that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor his Warranty, he shall promptly notify the Architect in writing, providing substantiation for his position. Any necessary changes, including substitutions of materials, shall be accomplished by appropriate Modification.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

Delete the last sentence of Section **3.3.1** in its entirety and substitute the following:

If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any resulting loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures, but only to the extent the Owner would be responsible for any such losses or damages under state and/or federal law.

Add Sections **3.3.4** and **3.3.5** as follows:

3.3.4 The Contractor is especially cautioned to coordinate the routing of mechanical and electrical items prior to commencing these operations.

3.3.5 Contractor shall bear sole responsibilities for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, Subchapter C, Sections 756.021, et seq. On trench excavations in excess of 5 feet in depth, Contractor shall pay a qualified engineer, experienced in the engineering design and preparation of drawings and specifications for compliance with state requirements for trenching and shoring, to prepare and professionally seal detailed drawings and specifications directing Contractor in the safe execution of trenching and shoring.

3.3.6 Any time that the Contractors' 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 are on site, the work shall be supervised by a qualified employee of the Contractor.

3.4 LABOR AND MATERIALS

Delete Section **3.4.2** in its entirety and replace it with the following:

3.4.2 The materials, products, and the systems covered by these specifications have been selected as a standard because of quality, particular suitability, or record of satisfactory performance. It is not intended to preclude the use of equivalent or better materials, products, or systems provided that same meets the requirements of the particular project and have been approved in an addendum as a substitution prior to the submission of bids. If prior written approval in an addendum has not been obtained, it will be assumed that the Bid is based upon the materials, products, and systems described in the Bidding Documents and no substitutions will be permitted, except as provided hereinafter.

.1 If, after award of contract, the Contractor of one of his Subcontractors, or Suppliers determines that any of the products or systems specified will perform in a manner that will limit the Contractor's ability to satisfactorily perform the work or to honor the Warranty, the Contractor shall promptly notify the Architect, in writing, providing detailed substantiation for his position. Any changes deemed necessary by the Owner and Architect, including substitution of materials and change in Contract Sum, either upward or downward, if any, shall be accompanied by appropriate Modification.

.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products on the Work in place of those specified only under the conditions set forth in specification referring to Product Options and Substitutions.

.3 Requests for substitution, received by the Architect later than forty five (45) days after "Notice to Proceed" or "Date of Commencement of the Work" (whichever occurs first), may result in additional costs to the Owner. Contractor agrees to reimburse the Owner through deductive Change Order to the Contract, for all costs associated with such requests.

.4 By making request for substitutions based on Subparagraph 3.4.2 above, the Contractor

.1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified, and is suitable for the intended purpose;

.2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and

.4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

.5 Substitution requests shall be submitted on the forms included herein and in accordance with the process established in specification referring to Product Options and Substitutions.

Add the following Sections after Section **3.4.3**

3.4.3 **.1** State law prohibits possession and/or use of alcohol and tobacco products on school property at all times.

.2 State law prohibits weapons or firearms on school property.

.3 There shall be zero tolerance for fraternization with students, teachers and any other school district personnel, Contractor will immediately remove any employee that violates this provision from the project.

.4 No glass bottles shall be brought on the construction site or Owner's property by any construction personnel.

.5 Background checks

3.5 WARRANTY

Delete the text of Section 3.5.1 in its entirety and substitute the following:

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 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 cause by abuse, material alteration to the Work not executed by the Contractor, insufficient maintenance or maintenance not in compliance with written instructions therefor, operation not in compliance with written instructions therefor, 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.

Add Sections **3.5.3, 3.5.4** and **3.5.5** as follows:

3.5.3 In the event of failure in the Work, including a specified product, whether during construction, or the correction period (which shall be one (1) year from the Date of Substantial Completion, except where a longer period as specified), the Contractor shall take prompt and appropriate measures to assure correction or replacement of the defective Work or any portion thereof, including manufactured products, whether notified by the Owner or the Architect. Upon correction of warranty items, the Contractor shall provide the Owner and Architect with written notification of said correction. This obligation shall survive acceptance of the Work under the Construction Contract.

3.5.4 The Contractual Correction Period for this Project is one (1) year from the date of Substantial Completion, except for any extended warranties as specified within the Contract Documents. Items of Work not completed until after the deadline for Substantial Completions shall have their warranties (general and any extended warranty periods) extended by the period of time between the deadline for Substantial Completion and the actual completion of the Work. Such warranties shall be submitted to the Owner in writing, documenting such time extensions. This correction period shall not restrict or modify extended warranties called for or provided on systems, equipment or other specific portions of the Work.

3.5.5 The Contractor shall accompany the Owner and Architect for a complete reinspection of the Project approximately eleven (11) months after the Date of Substantial Completion and shall promptly complete any observed or reported deficiencies in the Work, including any uncompleted Punch List items or outstanding and incomplete warranty items. The contractor shall provide written notification to the Owner and Architect when said Punch List items and/or additional deficiencies observed have been corrected. This obligation shall survive acceptance of the Work under the Construction Contract.

3.6 TAXES

Delete Section **3.6** in its entirety and substitute the following:

The Owner qualifies for exemption from State and Local Sales and Use Taxes pursuant to the provision of Article 20.04(f) of the Texas Limited Sales, Excise and Use Tax Act. Taxes normally levied on the purchase, rental and lease of materials, supplies and equipment used or consumed in performance of the Contract may be exempted by issuing to suppliers an exemption certificate in lieu of tax. Exemption certificates comply with State Comptroller of Public Accounts Ruling No. 95-0.07. Any such exemption certificate issued in lieu of tax shall be subject to State Comptroller of Public Accounts Ruling No. 95-0.09, as amended. Failure by the Contractor or Subcontractors to take advantage of the Owner's exemption and to obtain such exemption certificate shall make him responsible for paying taxes incurred on materials furnished on the Project without additional cost to or reimbursement by the Owner.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCES WITH LAWS

After Section **3.7.1**, add the following Sections:

3.7.1 **.1** The Owner shall pay directly to the governing authority the cost of all permanent property utility assessments and similar utility connection charges.

.2 The Contractor shall pay directly all temporary utility charges (excluding permanent power), utility district/company inspection fees, temporary tap charges, and temporary water meter charges and any other similar fees assessed by jurisdictional authority having control over this Project. The Contractor shall secure and pay for all governing authorities' permit fees.

.3 Fees payable to the Texas Department of Licensing and Regulation (TDLR) for document review relative to the Elimination of Architectural Barriers Act shall be paid by the Owner and the Architect will submit the documents to the TDLR for review and approval.

.4 The Contractor shall pay all SWPPP related costs.

3.8 ALLOWANCES

Delete Section **3.8** in its entirety and substitute the following:

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 and approve in writing.

3.9 SUPERINTENDENT

Delete Section 3.9.1 in its entirety and substitute the following:

3.9.1 The Contractor shall employ a competent superintendent, project manager and necessary assistants who shall be in attendance at the Project site during performance of the Work, including Punch List work. The superintendent and project manager shall represent the Contractor, and unless provided otherwise in Section 3.1.1, communications given to the superintendent or project manager shall be binding as if given to the Contractor.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

Delete Section **3.10.1** and substitute the following:

3.10.1 Within 30 days of being awarded an Amendment, the Contractor shall prepare and submit for the Owner and Architect's review, a construction schedule for the Work, with critical path clearly defined. The schedule shall not exceed time limits current under the Contract Documents. For further schedule requirements refer to specification section regarding project schedules in the Project Manual.

Add the following clause to Section **3.10.2**:

3.10.2 Requirements for the submittal schedule are outlined in specification section 01 32 16, Construction Progress Schedules. 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 the Contract Sum or extension of the Contract Time based on the time required for review of submittals.

Add Section **3.10.4** as follows:

3.10.4 The Contractor shall submit to the Architect, with each monthly Application for Payment; a copy of the progress schedule updated to reflect the current status of the project. The Contractor shall take whatever action necessary to assure that the project completion schedule is met.

3.11 DOCUMENTS AND SAMPLES AT THE SITE

Add Section **3.11.1** as follows:

3.11.1 The Contractor shall post all Addenda on Construction Documents prior to commencing work in the site.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

At Section **3.12.5**, add the following Sections:

3.12.5 .1 If, in the opinion of the Architect, the Shop Drawings, Product Data, Samples and similar submittals are incomplete, indicate an inadequate understanding of the work covered by the submittals, or indicate a lack of study and review by the Contractor prior to submittal to the Architect, the submittals will be returned, unchecked, to the Contractor for correction of these three deficiencies and subsequent resubmittal. Additional service charges as outlined in 3.2.6 may be charged by the Architect in this event.

.2 The Architect will take no action on Shop Drawings, Product Data, and Samples that have not first been certified, by stamped, signed notation, as having been checked and approved by the Contractor for use in the Work, or that are not specifically required by the Contract Documents.

At Section **3.12.7**, correct the word "approved" in the last line to read "accepted".

At Section **3.12.8**, correct "Architect's approval" in the last line to read "Architect's acceptance".

At Section **3.12.9**, correct "Architect's approval" in the last line to read "Architect's acceptance" and add the following Section:

3.12.9.1 Deviation from the requirements of the Contract Documents indicated on shop Drawings, Product Data, and Samples, does not constitute the required notification "in writing.

Add Sections **3.12.11** and **3.12.12** as follows:

3.12.11 The Contractor shall submit complete Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents to the Architect at least thirty (30) days prior to the date the Contractor needs the reviewed submittals returned. Where colors are to be selected by the Architect, submit all Samples in adequate time to allow the Architect to prepare a complete selection schedule. In general, all submittals requiring color selection shall be submitted to the Architect within four weeks of the date of the contact for construction.

3.12.12 The Contractor shall submit digital PDF's of Shop Drawings, Product Data, and similar submittals in the proper format according to the procedures stipulated within the Contract Documents. Digitally submitted Shop Drawings will be reviewed and marked by the Architect and/or his consultants and returned to the Contractor for his use, distribution, correction or resubmittal as required. Contractor corrections or

revisions shall be resubmitted to the Architect in accordance with same procedures. The digitally marked up prints will be retained by the Architect and his consultants. Samples shall be submitted directly to the Architect for review.

Add Section 3**.12.13** as follows:

3.12.13 The Contractor shall provide MEP coordination drawings within a schedule mutually agreed upon by the Team and prior to installing the Work, showing how all piping, ductwork, lights, conduit, equipment, etc. will fit into the ceiling space allotted, including clearances required by the manufacturer, by code, or in keeping with good construction practice. Space for all trade elements must be considered on the same drawing. Drawings shall be at ¼ inch per foot minimum scale and shall include invert elevations and sections required to meeting intended purpose. The Contractor may propose an alternate method of accomplishing MEP coordination. If the alternate method is approved by the Team, it may be utilized.

3.14 CUTTING AND PATCHING

Add Section **3.14.3** as follows:

3.14.3 Leave all chases, holes and openings, straight and true, of proper size, and cut them into existing work as may be necessary for the proper installation of the work. Consult with all Subcontractors concerned, regarding proper locations and size. In case of conflict between requirement for cutting and patching and any other requirement of the Work, submit request for direction before proceeding with the Work. In case of failure to leave or cut them in the proper place, openings shall be cut afterward at no expense to the Owner. No excessive cutting will be permitted, nor shall any piers or other structural members be cut without prior approval. After such work has been installed, satisfactorily and carefully fit around, close up, repair, patch, and point up all cuts. Work shall be done with proper tools by workmen of the particular trade to which work belongs and shall be done without extra expense to the Owner. No description of specific cutting, patching, digging, etc., required for the work under a Specification Section that may be required for the proper accommodation of that work to the work of other trades shall relieve the Contractor from responsibility described above.

3.15 CLEANING UP

Add Section **3.15.3** as follows:

3.15.3 Prior to the Architect's inspection for Substantial Completion the Contractor shall clean exterior and interior surfaces exposed to view; remove temporary labels, stains, and foreign substances; polish transparent and glossy surfaces; clean equipment and fixtures to a sanitary condition; replace air filters in mechanical equipment; clean roof, gutters, and downspouts; remove obstructions and flush debris from drainage systems; clean site; sweep paved areas and rake clean other surfaces; remove trash and surplus materials from the site.

3.18 INDEMNIFICATION

Delete Sections **3.18.1** and **3.18.2** in their entirety and replace them with the following:

3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OF ANY EMPLOYEE OF CONTRACTOR, ITS AGENTS, OR ITS SUBCONTRACTORS OF EVERY TIER, EVEN IF THE BODILY INJURY, SICKNESS, DISEASE OR DEATH IS CAUSED BY OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF ANY OF THE INDEMNIFIED PARTIES.

FOR ALL CLAIMS NOT ADDRESSED IN THE ABOVE PARAGRAPH, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER AND ITS TRUSTEES, OFFICERS, AGENTS, AND EMPLOYEES AND (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DEMANDS, SUITS, CAUSES OF ACTION, AND

DAMAGES, INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES AND EXPENSES, OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE WORK TO BE PERFORMED UNDER THIS AGREEMENT, BUT ONLY TO THE EXTENT OF THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS AGENTS, REPRESENTATIVES, EMPLOYEES OR SUBCONTRACTORS OF ANY TIER.

3.18.2 It is understood and agreed that Subparagraph 3.18 above is subject to, and expressly limited by, the terms and conditions of TEX. CIV. PRACT. & REM. CODE ANN. 130.001-130.005 (Vernon Supp. 1989), as amended or modified, or any successor statute. Contractor shall not be obligated under Subparagraph 3.18 to indemnify or hold harmless Architect or any agent, servant of employee of Architect from liability or damage that is caused by or results from:

.1 defects in plans, designs or specifications prepared, approved or used by the Architect; or

.2 negligence of the Architect in the rendition or conduct of professional duties called for or arising out of the Contract Documents and the plans, designs or specifications that are a part of the Contract Documents; and arises from:
- **.1** personal injury or death;
- **.2** property injury; or
- **.3** any other expense that arises from personal injury, death or property injury.

Add Section **3.18.3** as follows:

3.18.3 It is agreed with respect to any legal limitations, now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 3.18, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

Add Sections **3.20** and **3.21** as follows:

3.20 PREVAILING WAGE RATES

3.20.1 As required by Chapter 2258 of the Texas Government Code Title 10 Prevailing Wage Rate, no employee used in this construction may be paid less than the minimum prevailing wage rate in effect for the Owner.

3.20.2 The Contractor and each Subcontractor and Sub-subcontractor shall pay to all laborers, workmen, and mechanics employed in execution of this Contract not less than rates set forth by law for each craft of type of workman or mechanic needed to execute this Contract.

3.20.3 Determination of prevailing wages shall not be construed to prohibit payment of more than the rates identified.

3.21 ANTITRUST VIOLATIONS

3.21.1 Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1 et.seq. (1973). The Contractor shall include this provision in his contracts with each Subcontractor and Supplier. Each Subcontractor shall include such provision in contracts with Sub-subcontractors and suppliers.

3.22 THIRD-PARTY BENEFICIARY

3.22.1 No person or entity shall be deemed to be a third-party beneficiary of any provision(s) of this Contract; nor shall any provision(s) hereof be interpreted to create a right of action or otherwise permit anyone not a signatory party to the Contract to maintain an action for personal injury or property damage.

ARTICLE 4 – ARCHITECT

4.2 Administration of the Contract

Delete Section **4.2.2** in its entirety and substitute the following:

4.2.2 The Architect, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract documents. The Architect will be required to make on-site inspections as necessary to keep the Owner informed of the progress of the Work and as necessary to guard the Owner against defects and deficiencies in the Work. The Architect will neither have control over or charge of, no be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

Delete Section **4.2.6** in its entirety and substitute the following:

4.2.6 The Architect shall have authority to reject Work that does not conform to the Contract Documents. The Architect shall be required to promptly notify the Owner of any non-conforming Work and shall reject such non-conforming Work unless the Owner objects to the rejection in writing within twenty-four (24) hours of such notification. Whenever the Architect considers it necessary or advisable for implementation of the intent of the Contract documents, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Performance of any additional inspection or testing, which would result in additional cost to the Owner, shall require advance notice to and approval of the Owner. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work, except when the Contractor's inability to perform the Work is a result of design flaw, error or omission.

Add the following Section **4.2.8.1**:

4.2.8.1 Allowance Expenditure will be authorized using Allowance Expenditure authorizations (AEA) executed by the Owner, the Architect and the Contractor. All Allowance Expenditure Authorizations will be incorporated into the contract by Change Order at the completion of the project. Work authorized by an AEA may be invoiced as it is completed.

Delete Section **4.2.13** in its entirety and substitute the following:

4.2.13 All decisions on matters relating to aesthetic effect shall initially be made by the Architect; however, all such decisions are subject to the Owner's written approval.

ARTICLE 5 – SUBCONTRACTORS

5.1 DEFINITIONS

At the end of Section **5.1.1** add the following sentence:

Wherever relevant, the term "Subcontractor" shall also include a person, or entity who supplies material or equipment for the Project.

At the end of Section **5.2.4**, add the following sentence:

Prior to such change the Contractor shall notify the Architect of his intent and reasons for such proposed changes.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Delete the last sentence of Section **5.4.1** in its entirety and substitute the following:

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract, but only to the extent permitted by law.

Delete the last sentence of Section **5.4.3** in its entirety.

ARTICLE 7 -- CHANGES IN THE WORK

7.1 GENERAL

Delete the text of Section **7.1.2** in its entirety and substitute the following:

7.1.2 A Change Order shall be based on agreement among the Owner, Contractor, and Architect, except when the Contract balance is amended as a result of Owner's Right to Carry out the Work under Section 2.4.1 or the Owner's assessment of liquidated damages as allowed by the Contract Documents. A Construction Change Directive requires agreement by the Owner or the Owner's representative and Architect, and may or may not be agreed to by the Contractor; an order for a minor change may be issued by the Architect alone.

Add Section **7.5** as follows:

7.5 ALLOWABLE MARKUPS FOR CHANGES IN THE WORK

7.5.1 Unless otherwise directed, the procedure and markup of the costs for additional work shall be determined in the following manner:

.1 Upon Change Proposal request, the Contractor shall quote the cost for changes in the work showing separately, credits and additional costs broken down by headings used in the Schedule of Values. Further breakdown into units of labor and materials may be required if agreement on cost cannot be reached using the breakdown by headings. The final cost shall be the amount of the Total Contract Value Change shown on the Change Proposal signed by the Contractor and Owner. For general construction work, not subcontracted, the Contractor shall consider as costs the actual invoice amount for additional materials, the sales tax on additional materials when applicable, the wages paid for additional direct labor, plus the Contractor's usual markup of wages to cover additional labor related costs such as insurance, taxes and fringe benefits.

.2 On changes executed within the Owner's Contingency Allowance, Contractor shall have included costs for combined overhead and profit, to the extent permitted by the Contract Documents, and General Conditions costs, including the cost of superintendents, field office expense, temporary facilities and services, small hand tools, construction equipment not specifically provided for the change in hand, home office expense, bond and building insurance premiums, and managing the Subcontractor's work, in his Base Contract amount. Allowed overhead and profit fee on Owner's Contingency Allowance changes to be included in the total cost to the Owner shall be based as follows:

.1 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's of Sub-subcontractor's own forces, ten percent (10%) of the cost.

.2 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractors.

7.5.2 If any additional Work is authorized outside of or in excess of the Owner's Contingency Allowance, the combined overhead and profit for this work shall be based as follows:

.1 For the Contractor, for Work performed by the Contractor's own forces, a maximum total markup of ten percent (10%) of the actual cost on a lump sum project, or the Contractor's Construction Phase Fee on a Guaranteed Maximum Price Project.

.2 For Work performed by the Contractor's Subcontractor(s), five percent (5%) of the amount due the Subcontractor(s).

.3 For each Subcontractor or Sub-subcontractor involved, for work performed by that Subcontractor's or Sub-subcontractor's own forces, a maximum markup of ten percent (10%) of the actual cost.

.4 For each Subcontractor, for work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.

.5 Cost to which overhead and profit is to be applied shall be determined in accordance with Section 7.3.7.

7.5.3 In order to facilitate checking of quotations for extras or credits, all proposals, (except those so minor that their propriety can be seen by inspection), shall be accompanied by a complete and detailed itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change be approved without such itemization.

7.5.4 Change orders, as they are accepted by the Owner, shall be entered under heading "Change Orders" in the next current Request for Payment.

7.5.5 All credits to or deductions from the Contract Sum, a Contingency or an Allowance shall be calculated using the same methodology set forth in this Section 7.5.

ARTICLE 8 -- TIME

8.1 DEFINITIONS

At Section **8.1.4**, add the following sentence:

See further definition of "Day" in Section **1.9.10**.

8.3 DELAYS AND EXTENSIONS OF TIME

Delete Section **8.3.1** in its entirety and substitute the following:

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

Add Sections **8.3.4** and **8.3.5** as follows:

8.3.4 The parties hereto agree that time is of the essence of this Contract and that pecuniary damages would be suffered by the Owner if the Contractor does not substantially complete all Work called for in the Contract Document by the specified date, which damages are, by their very nature, difficult of ascertainment. It is therefore expressly agreed, as a part of the consideration inducing the Owner to execute this Contract that the Owner may deduct from the final payment made to the Contractor a sum equal to Two Thousand Dollars ($2,000.00) per phase for each and every Calendar Day beyond the agreed date which the contractor has agreed to for Substantial Completion of the Work included in the Contract Documents. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not substantially completed within the agreed time, or with the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only, and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. The liquidated damages assessed herein shall be Owner's sole remedy for time delays between the deadline for substantial completion and Contractor's achievement of substantial completion.

8.3.5 Failure to complete and close-out the Project, and complete all Punch List items, within ninety (90) days after the scheduled Substantial completion date will additionally entitle the Owner to deduct from the final payment made to the Contractor a sum equal to One Thousand Dollars ($1000.00), per phase, for

each and every Calendar Day beyond the 90-day close-out period. It is expressly understood that said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Project close-out does not occur on a timely basis. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty or forfeiture; said damage being caused by additional compensation to personnel, and other miscellaneous increased costs, all of which are difficult of exact ascertainment. If the Contractor is delayed through no fault of the Owner, the Substantial Completion is not achieved by the agreed contract completion date, the Project close-out period of ninety (90) days will not be extended by the number of days of delay past the actual Substantial completion date and will remain based upon the agreed contract completion date.

Add Sections **8.3.6, 8.3.7, 8.3.8** and **8.3.9** as follows:

8.3.6 Extensions of time granted for causes described herein will be granted on the basis of 1.4 Calendar Days extension for each Regular Working Day lost, except as modified by the provisions contained herein related to Anticipated Inclement Weather days.

8.3.7 Each Bidder shall include in his proposed Contract Time an allowance of anticipated Inclement Weather Days in accordance with the following schedule:

Number of Anticipated inclement Weather Days to be included in Bid Completion Time (These are regular working days)

January……..3	April……2	July…….4	October…….3
February……... 4	May……5	August……4	November…… 5
March…….5	June……6	September..……..4	December…….4

8.3.8 Weather days shall be defined in Section 1.9.9.5. If such situations occur in more than the number of anticipated Inclement Weather Days included in the Bid Completion Time and if those additional days prevent the Contractor from performing major or critical portions of the scheduled Work during the time the Project would be subject to such weather delays, extensions of time caused by inclement weather may be requested, based on the number of days beyond this number.

8.3.9 Monthly, concurrent with the application for Payment, the Contractor shall submit a status report showing the status of Weather Days for the particular month.

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

Add Section **9.1.1.1** as follows:

9.1.1.1 The Owner is exempt from payment of Texas State Sales Tax on materials required for the Work. Therefore, to comply with the law, the Contract Sum shall be broken down into the amount of cost for labor and the amount of cost for materials. This breakdown shall be provided by the Contractor within ten (10) days of award of Contract.

9.2 SCHEDULE OF VALUES

Add the following Sections:

9.2.1 General Contractor's cost for Contractor's fee, bonds and insurance, General Conditions, etc., shall be listed as individual line items.

9.2.2 Schedule of Values shall break each line into materials and labor. Once approved by the Owner and Architect, it shall be used as basis for reviewing Application for Payment but not be taken as evidence of market or other value.

9.2.3 Contractor's cost for various construction items shall be detailed. For example, concrete work shall be subdivided into footings, grade beams, floor slabs, paving, etc. These subdivisions shall appear as individual line items**.**

9.2.4 On major subcontracts, such as mechanical, electrical, and plumbing, the Schedule shall indicated line items and amounts in detail, (for example; underground, major equipment, fixtures, installation of fixtures, start up, etc.)

9.2.5 Costs for subcontract work shall be listed without any addition of General Contractor's costs for overhead, profit or supervision.

9.2.6 The Contractor shall include a value for the coordination documents/drawings on the schedule of values.

9.3 APPLICATIONS FOR PAYMENT

Delete Sections **9.3.1** and **9.3.2** in their entirety and replace them with the following:

9.3.1 No later than 3 working days prior to the first Wednesday of each month, submit an itemized Application for Payment, supported by such data sustaining the Contractor's right to payment as the Owner or Architect may require, and reflecting retainage, as provided elsewhere in the Construction Documents. Information on the form shall be divided into the same last day of the month preceding, which shall also be the basis of payment or as agreed by the Owner, Contractor and Architect by verification at the site, prior to submittal.

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 which have been properly authorized by Construction Change Directives but not yet included in Change Orders.

9.3.2 Payments will be made on account of materials or equipment 1) incorporated in the Work; 2) suitably stored at the site; or 3) suitably stored at some off-site location, provided the following conditions are met for off-site storage:

.1 The location must be agreed to, in writing, by the Owner and Surety.

.2 The location must be a bonded warehouse.

.3 Surety must agree, in writing, to each request for payment.

.4 The Contractor must bear the cost of the Owner's and Architect's expenses related to visiting the offsite storage area for confirmation.

Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance (naming the Owner as insured) and transportation to the site for those materials and equipment stored off the site. Under no circumstances will the Owner reimburse the Contractor for down payments, deposits, or other advance payments for materials or equipment.

The Contractor acknowledges that the review of materials and/or equipment stored off the side is an additional service of the Architect, and the Contractor shall be charged for that service. The cost for such service will be established by the Architect and is not subject to appeal.

Add Section **9.3.4** as follows:

9.3.4 The Contractor shall submit requests for payment in duplicate, using AIA Document G702, Application and Certificate of Payment, as the cover sheet. Continuation sheets showing in detail the amounts requested, etc., shall be submitted using AIA Document G703, Continuation Sheet, or a computerized version of these documents previously approved for use. The information provided on the continuation sheets in the Description of the Work and Scheduled Values columns shall match the corresponding information shown on the approved Schedule of Values. All blank spaces on AIA Document G702, Application and Certificate of Payment, must be completed and the signatures of the Contractor and Notary Public shall be original on each form. By submitting his application for payment, the Contractor certifies that the individual signing the application is authorized to do so.

9.6 PROGRESS PAYMENTS

Delete Section **9.6.1** in its entirety and substitute the following:

9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make progress payments in accordance with the following Section which shall be inserted as Article 5, Progress Payments, in the Owner-Contractor Agreement, AIA Document A101, 2017 Edition.

.1 Based upon the applications for payment and supporting documents submitted to the Architect by the Contractor and certification of the amount payable by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract Documents for the period ending the last day of the month as follows:

.2 Not later than twenty (20) working days following the first Wednesday of each month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site or at some other location agreed upon in writing (subject to the conditions listed in Article 9.3.2 of the Supplementary Conditions to the Contract for Construction), for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner. Applications for Payment shall be submitted by the first Wednesday of the month.

.3 Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum, less such amounts as the Architect shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents.

At Section **9.6.2**, insert the following sentence between the first and second sentence:

More specifically, if only five percent (5%) retainage is withheld by the Owner on payments to the Contractor, then the Contractor shall withhold only five percent (5%) retainage on payments to subcontractors; and subcontractors shall withhold only five percent (5%) retainage on payments to sub-subcontractors.

9.7 FAILURE OF PAYMENT

Delete the phrase “or awarded by binding dispute resolution.” Replace all references to “seven days” to “ten days.”

9.8 SUBSTANTIAL COMPLETION

At Section **9.8.2**, add the following sentence at the end:

Should the Architect determine that the Contractor’s List of Items to be Completed or Corrected lacks sufficient detail or requires extensive supplementation, the list will be returned to the Contractor for revision, and inspection for determining the Date of Substantial Completion will be delayed until the List submitted is a reasonable representation of the work to be done.

Add Sections **9.8.6** and **9.8.7** as follows:

9.8.6 In order for the project or a major portion thereof to be considered substantially complete, the following conditions must be met:

.1 All inspections by governmental authorities having jurisdiction over the project must have been finalized, any remedial work required by those authorities must have been completed, and Certificates of Occupancy and similar governmental approval forms must have been issued and copies delivered to the Owner and Architect.

.2 All work, both interior and exterior, shall have been completed and cleaned except minor items which if completed after occupancy, will not, in the Owner’s opinion, cause interference to the Owner’s use of the building or any portion thereof. A significantly large number of items to be completed or corrected will preclude the Architect from issuing a Certificate of Substantial Completion. The Owner and Architect will be the sole judge of what constitutes a significantly large number of items.

The following items are a partial specific list of requirements, as applicable to the Project, that must be completed prior to established Substantial Completion of all portions of the work (Including the Substantial Completion of the commissioning phase).

1. All fire alarm system components must be completed and demonstrated to the Owner.
2. Local fire marshal approval certificate, or similar Certificate of Occupancy from the governing agency, must be delivered to the Owner.
3. All exterior clean-up and landscaping must be complete.
4. All final interior clean-up must be complete.
5. All HVAC air and water balancing must be complete.
6. All required commissioning must be complete.
7. All Energy Management Systems must be complete and fully operational and demonstrated to the Owner.
8. All communications equipment, telephone system, and P.A. systems must be complete and demonstrated to the Owner.
9. All final lockset cores must be installed and all final Owner directed keying completed.
10. All room plaques and exterior signage must be completed.
11. All Owner demonstrations must be completed including kitchen equipment, HVAC equipment, plumbing equipment, and electrical equipment.
12. A final certificate of occupancy must be signed by the Contractor and delivered to the Owner.

9.8.7 After the date of Substantial Completion of the Project is evidenced by the Certificate of Substantial Completion, the Contractor will be allowed a period of time within which to correct all deficiencies attached to the Certificate of Substantial Completion as outlined in Section 8.3.4 of these supplementary conditions. Failure of the Contractor to complete such corrections within the stipulated time will be reported to the contractor's surety. In this report, the Contractor and surety will be informed that, should correction remain incomplete for fifteen (15) days, the Owner may initiate action to complete corrective work out of the remaining Contract funds in accordance with Article 14.2.

.1 Should corrective work following Substantial Completion require more than one reinspection after notification by the Contractor that corrections are complete, the cost of subsequent inspections may also be deducted from the Contract funds remaining unpaid to the Contractor.

9.10 FINAL COMPLETION AND FINAL PAYMENT

Add Section **9.10.6** as follows:

9.10.6 Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty-one (31) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, all Contract Close Out Documents have been submitted, and the Final Certificate for Payment has been issued by the Architect. The final payment will not be made until all of these conditions have been satisfied.

ARTICLE 10 -- PROTECTION OF PERSONS AND PROPERTY

Add Sections **10.2.9** and **10.2.10** as follows:

10.2.9 The performance of the foregoing services by the Contractor shall not relieve the Subcontractors of their responsibilities for the safety of persons and property and for compliance with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the conduct of the Work.

10.2.10 The Contractor shall be responsible for taking all precautions necessary to protect the Work in place from any foreseeable weather conditions which could cause any potential damage to portions or all Work in place. The Contractor shall be responsible for performing all repairs and/or replacement of any Work that results from foreseeable weather conditions.

10.3 HAZARDOUS MATERIALS

Delete the text of Section **10.3.1** in its entirety and substitute the following:

10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in section 10.3.2.

Delete the text of Sections **10.3.3, 10.3.4** and **10.3.5** in their entirety.

Delete the text of Section **10.3.6** in its entirely and substitute the following:

10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a governmental agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all costs and expenses thereby incurred, but only to the extent provided by law.

Add Section **10.3.7** as follows:

10.3.7 As part of the construction contract close out process, and prior to receiving payment of any of the retainage, the Contractor and his subcontractors shall submit notarized statements pertaining to the above referenced hazardous materials.

ARTICLE 11 -- INSURANCE AND BONDS

Delete the text of Sections 11.1 through 11.5 and substitute the following Sections:

11.1 CONTRACTOR'S LIABILITY INSURANCE

The Owner reserves the right to review the insurance requirements during the effective period of any Contract to make reasonable adjustments to insurance coverages and limits when deemed reasonably prudent by Owner based upon changes in statutory laws, court decisions or potential increase in expense to loss.

11.2 The Owner requires the following minimum insurance coverages:

Types of Coverage	Limits of Liability	
Commercial General Liability	General Aggregate	$2,000,000.00
	Products/Completed Operations/Aggregate	$1,000,000.00
	Bodily Injury and Property Damage (each)	$1,000,000.00
	Contractual	$1,000,000.00
	Personal and Advertising Injury	$1,000,000.00
	Fire Damage	$500,000.00
	Medical Expense	$5,000.00

11.2.1 The Owner shall be named as an additional insured on a primary and non-contributory basis using form CG 2010 10 01 or similar endorsement providing equal or greater coverage in favor of the Owner.

Coverage shall include the following:

(a) Premises operations;
(b) Blanket Contractual Liability;
(c) Pollution;
(d) Products/Completed Operations;
(e) Broad Form Property Damage;
(f) Independent Contractors;
(g) Per project aggregate limit;
(h) Provide a statement of claims against the aggregate limit with each renewal certificate;
(i) X,C,U exclusions to be removed when underground work is performed; and
(j) Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents and employees shall be provided.

11.2.2 Automobile Liability — Combined Single Limit — $1,000,000.00

(a) Comprehensive Automobile Liability Insurance to cover all vehicles owned by, hired by, or used on behalf of Contractor.

(b) Owner and its officers, directors, representatives, agents and employees shall be endorsed as Additional Insureds, as their interests may appear.

(c) Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents and employees shall be provided.

11.2.3 Workers' Compensation — Statutory Limits

(a) Coverage at Statutory Limits with All States Endorsement

(b) Employer's Liability

Each Accident	$1,000,000.00
Disease (Policy Limit)	$1,000,000.00
Disease (Each Employee)	$1,000,000.00

(c) Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents and employees shall be provided.

11.2.4 Excess or Umbrella Insurance (provides coverage in excess of primary Commercial General Liability, Automobile Liability, and Worker's Compensation Coverage B limits)

(a) Minimum coverage for the Contractor shall be one (1) times the Contract amount, subject to a minimum limit of $1,000,000.00 and a maximum limit of $25,000,000.00. Limits for primary policies may differ from those shown above when Excess (Umbrella) Insurance coverage is provided.

(b) Owner and its officers, directors, representatives, agents and employees shall be endorsed as Additional Insureds, as their interests may appear.

(c) Waivers of subrogation in favor of Owner and its officers, directors, representatives, agents and employees shall be provided.

11.2.5 Contractor shall obtain, at its expense, a builder's risk "all-risk" or equivalent insurance policy, including boiler and machinery insurance, in the amount of the initial Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis at deductibles agreeable to Owner. Coverage shall insure against the perils of fire, (with extended coverage) and physical loss or damage including, without limitation or duplication of coverage, lightning, collapse, earthquake, flood, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, theft, vandalism, malicious mischief, falsework, testing and start-up, temporary buildings, debris removal including demolition occasioned by enforcement of any applicable legal requirements, and all other perils, and shall include materials stored on-site, off-site and in transit. Owner shall be a named insured under the policy,

and the insurance shall also include the interests of Contractor, subcontractors, and sub-subcontractors. Contractor shall be responsible for maintaining said builder's risk insurance until the date of Final Completion.

11.3 The Owner requires that the following insurance requirements be satisfied:

.**1** No Work shall be commenced until all insurance requirements set forth in this Agreement have been approved by the Owner in writing.

.**2** All insurance policies and certificates required hereunder shall be in form and content satisfactory to the Owner.

.**3** The Owner shall be furnished an ACORD form Certificate of Insurance evidencing all policies and endorsements required by this Agreement prior to execution of the Contract and thereafter upon renewal or replacement of each required policy of insurance.

.4 Each Insurance coverage/policy shall contain a provision that at least thirty (30) days prior written notice shall be given to the Owner in the event of cancellation, material change, or non-renewal.

.5 Insurance shall be underwritten by a company licensed to do business in Texas, satisfactory to Owner and rated minimum A-VII by A.M. Best.

.6 The insurance coverages specified herein shall be maintained at all times during the term of the contract and, with the exception of builder's risk coverage, shall be maintained for a minimum of one (1) year thereafter.

.7 No deletions/exclusions from the standard coverage form are allowed without the prior written consent of the Owner.

.8 All insurance except Professional Liability must be issued on an occurrence basis.

.9 The Contractor shall be responsible for all deductibles; the Owner shall approve the deductibles selected.

.10 With the exception of Excess Umbrella Coverage, the coverage afforded by each carrier must be a primary over any other applicable insurance.

.11 In addition to certificates of insurance, copies of policy endorsements must be provided (a) listing the Owner as Additional Insures, and (b) showing waivers of subrogation in favor of the Owner.

11.4 PERFORMANCE BOND AND PAYMENT BOND

Add the following Sections:

11.4.1 The Contractor shall provide a Performance Bond, in the penal sum equal to one hundred percent (100%) of the Contract Sum, if the formal Contract is in excess of One Hundred Thousand Dollars ($100,000.00) and a Labor and Material Payment bond, in the penal sum equal to one hundred percent (100%) of the Contract sum if the formal contract is in excess of Twenty Five Thousand Dollars ($25,000.00).

11.4.2 The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an attached authorized power of attorney. Such Bonds shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of a least A-X and included on the U.S. Department of the Treasury Listing of Approved Sureties (Dept. Circular 570).

11.4.3 The Performance Bond Form and the Payment Bond Form included herein shall be executed and submitted to the Architect in duplicate prior to commencement of the work. The surety companies must be acceptable to the Owner and licensed admitted carriers in the State of Texas; and the companies must

appear in a current Federal Treasury list as Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds land as Acceptable Reinsuring companies.

11.4.4 Each bond shall be of penal sum equal to one hundred percent (100%) of the Contract Sum and shall be compatible with the provisions of the governing authority. The Contractor shall file copies of each bond with the county clerk and furnish the Owner with a file receipt. The bonds shall remain in force throughout the warranty period of the contract. The Work will not be started until the bonds and issuing companies have been accepted as satisfactory by the Owner. The original bonds will be delivered to the Owner with an authorized power of attorney attached.

11.4.5 Claims must be sent to the Contractor and his Surety in accordance with Article 5160, Revised Civil Statutes. The Owner will furnish in accordance with such Article, a copy of the Payment Bond as provided therein to claimants upon request. All claimants are cautioned that no lien exists on the funds unpaid to the contractor on such Contract, and that reliance on notices sent to the Owner may result in loss of their rights against the Contractor and/or his Surety. The Owner is not responsible in any manner to a claimant for collection of unpaid bills, and accepts no responsibility because of any representation by any agent or employee.

11.5 WORKER'S COMPENSATION INSURANCE COVERAGE

11.5.1 Comply with the requirements of Rule 28, TAC §110.110, Reporting Requirements for Building or Construction Projects for Governmental Entities

11.5.2 DEFINITIONS:

.1 Certificate of coverage ("certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing service as on a project, for the duration of the project.

.2 Duration of the project –includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

.3 Persons providing services on the project ("subcontractor" in §406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity which furnishes persons to provide services on the project. "Services" include without limitation, providing hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply delivery, and delivery of portable toilets.

11.5.3 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.5.4 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

11.5.5 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5.6 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

.1 A certificate of coverage, prior to that person beginning work on the projects so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project, and

.2 No later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.5.7 The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

11.5.8 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.5.9 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack coverage.

11.5.10 The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

.1 Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.

.**2** Provide the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

.3 Provide the Contractor, prior to the end of the coverage period shown on the current certificate ends during the duration of the project.

.**4** Obtain from each other person with whom it contracts, and provides to the Contractor:

.1 A certificate of coverage, prior to the other person beginning work on the project, and

.2 A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

.5 Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.

.**6** Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project, and

.7 Contractually require each person with whom it contracts, to perform as required by sections (1)-(7), with the certificates of coverage to be provided to the person for whom they are providing services.

11.5.11 By signing this Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other actions.

11.5.12 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

11.6 Owner's Insurance

11.6.1 The Owner shall purchase and maintain property 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.

11.6.2 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.

11.6.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice 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.

ARTICLE 12—UNCOVERING AND CORRECTION OF WORK

12.2.1 BEFORE SUBSTANTIAL COMPLETION

After Section **12.2.1** add the following Section:

12.2.1.1 In the event of failure of a specified project, either during construction or the correction period, the Contractor shall take appropriate measures with the manufacturer of the product to assure correction or replacement of the defective products.

12.2.2 AFTER SUBSTANTIAL COMPLETION

After Section **12.2.2** add the following Section:

12.2.2.**1** Approximately eleven months after substantial completion, the contractor shall accompany the Owner and Architect on an "end of the one year correction period" reinspection of the Project. Additional deficiencies observed or reported shall be corrected by the Contractor.

12.3 ACCEPTANCE OF NONCONFORMING WORK

Number the existing provision as Section **12.3.1**, and add Section **12.3.2** as follows:

12.3.2 The Owner's use and/or occupancy of any or all of the Project site shall never be construed as an acceptance of Work not in conformance with Contract Documents. The Owner reserves the right to enforce provisions of the Contract unless the Owner's acceptance is provided to the Contractor in writing.

ARTICLE 13—MISCELLANEOUS PROVISIONS

Add Sections **13.7**, **13.8** and **13.9** as follows:

13.7 EQUAL OPPORTUNITY

13.7.1 The contractor shall maintain policies of employment as follows:

.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion transfer; recruitment or recruitment advertising; layoff 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 to employees and applicants for employment, notices setting forth the policies of non-discrimination.

13.8 CRIMINAL BACKGROUND CHECKS

The Contractor/Subcontractor shall certify the Criminal Background Check, as stated in Pasadena ISD Board Policy CJA and the form included herein, as required by Texas Education Code Section 22.0834 and Texas Administrative Code Section 153.1101 and 153.1117, and shall comply with all requirements of such laws and policy.

13.9 REQUIRED CERTIFICATIONS

Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Contractor further certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"), boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

ARTICLE 14—TERMINATION OR SUSPENSION OF THE CONTRACT

Delete the text of Section 14.1.3 in its entirety and substitute the following:

14.1.3 If one of the reasons described in Section 14.4.1 or 14.4.2 exists, the Contractor may, upon seven day's written notice to the Ower and Architect, terminate the Contract and recover from the Owner payment for Work executed as of the date of the notice, plus costs of demobilization.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

Delete the text of Section **14.4.3** in its entirety and substitute the following:

14.4.3 In the case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed up to date of receipt of the notice of termination, plus costs of demobilization.

ARTICLE 15—CLAIMS AND DISPUTES

15.1 CLAIMS

Delete the text of Section **15.1.1** in its entirety and substitute the following:

15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of contract terms, payment of money, extension of 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, Architect, and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. Nothing herein shall require the Owner to make or file a Claim in order to assess liquidated damages provided for in the Contract Documents.

15.1.2 TIME LIMITS ON CLAIMS

Delete the last sentence of Section **15.1.2** in its entirety.

15.1.3 NOTICE OF CLAIMS

Delete the second sentence of Section **15.1.3** in its entirety and substitute the following:

Claims by either party must be initiated within ninety (90) days after occurrence of the event giving rise to such Claim or within ninety (90) days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

15.1.6 CLAIMS FOR ADDITIONAL TIME

Delete the text of **Section 15.1.6.2** in its entirety and substitute the following:

15.1.6 .2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented and listed in accordance with Article 8.

15.1.7 CLAIMS FOR CONSEQUENTIAL DAMAGES

Delete the text of Section **15.1.7** in its entirety.

15.2 INITIAL DECISION

Delete the text of Section **15.2.1** in its entirety and substitute the following:

15.2.1 Claims, excluding those alleging an error or omission by the Architect or those arising after expiration of the period for correction of the Work, 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. If the parties are unable to agree, any claim, dispute or matters arising out of the contract between the Architect, Owner and Contractor or any combination of those parties shall be submitted to a court of appropriate jurisdiction.

Delete the text of Section **15.2.5** in its entirety and substitute the following:

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 therefore; 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, if both parties so agree, and subject to legal or equitable proceedings in a court having jurisdiction thereof. It is understood and agreed that, in the event that any dispute, controversy, or conflict arises during the design and construction of the Project or following its completion, the parties hereto will cooperate in good faith, if possible, to resolve the issues without resorting to litigation.

Delete the text of Sections **15.2.6** and **15.2.6.1** in their entirety.

Add the following Section **15.2.9**

15.2.9 The prevailing party in any judicial proceeding arising from the Contract Documents shall recover its reasonable and necessary attorneys' fees.

15.3 MEDIATION

15.3.1 Delete the text of **15.3.1** in its entirety.

Delete Section **15.3.2** in its entirety and replace with the following:

15.3.2 The parties may mutually agree to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing unless stayed for a longer period of agreement of the parties or court order.

15.4 ARBITRATION

Delete the text of Sections **15.4.1** through **15.4.3** and **15.4.4.1** through **15.4.4.3** in their entirety.

END OF DOCUMENT 00 73 00

DOCUMENT 00 73 46 - WAGE DETERMINATION SCHEDULE

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

(a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
    (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
    (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
(b) Subsection (a) does not apply to maintenance work.
(c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, $60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
(c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
(e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

(1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
(2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

June 1, 2022

Texas Gulf Coast Area

CLASSIFICATION	2022 HOURLY RATE
ASBESTOS WORKER	$21.13
BRICKLAYER; MASON	$25.32
CARPENTER; CASEWORKER	$23.38
CARPET LAYER; FLOOR INSTALLER	$25.12
CONCRETE FINISHER	$23.40
DATA COMM/TELE COMM	$23.50
DRYWALL INSTALLER; CEILING INSTALLER	$26.65
ELECTRICIAN	$25.93
ELEVATOR MECHANIC	$28.80
FIREPROOFING INSTALLER	$22.25
GLAZIER	$22.30
HEAVY EQUIPMENT OPERATOR	$22.40
INSULATOR	$20.50
IRONWORKER	$25.50
LABORER, HELPER	$16.71
LATHERER; PLASTERER	$23.25
LIGHT EQUIPMENT OPERATOR	$20.50
METAL BUILDING ASSEMBLER	$21.10
MILLWRIGHT	$33.63
PAINTER; WALL COVERING INSTALLER	$19.60
PIPEFITTER	$26.97
PLUMBER	$26.71
ROOFER	$20.50
SHEET METAL WORKER	$19.90
SPRINKLER FITTER	$26.13
STEEL ERECTOR	$23.25
TERRAZZO WORKER	$23.50
TILE SETTER	$19.58
WATERPROOFER; CAULKER	$19.88

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and /or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER; PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or wall coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

SECTION 01 10 00 - SUMMARY

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
1. Project information.
2. Work covered by Contract Documents.
3. Phased construction.
4. Access to site.
5. Coordination with occupants.
6. Work restrictions.
7. Specification and drawing conventions.

B. Related Requirements:
1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
2. Section 01 36 16 “Remodeling and Alteration Procedures” for protection of existing furniture and equipment.

1.02 PROJECT INFORMATION

A. Project Identification:
2022 Bond - Flooring Replacement Project
CSP 26P-024LP
Pasadena Independent School District
Package A
Package B

B. Project Locations Package A
1. Sullivan Middle School: 1112 Queens Rd., Pasadena 77502
2. Jackson Intermediate School: 3102 San Augustine., Pasadena 77503
3. The Summit: 1838 East Sam Houston Pkwy S, Pasadena 77503
4. De Zavala Middle School: 101 E Jackson., Pasadena 77506
5. Bobby Shaw Middle School: 1200 East Houston., Pasadena 77502
6. Morales Elementary School: 305 W Harris., Pasadena 77506
7. Southmore Intermediate School: 2000 Patricia Lane., Pasadena 77502

C. Project Locations Package B
1. South Houston High School: 3820 South Shaver, South High School, Houston 77587
2. Dobie High School: 10229 Blackhawk, Houston 77089
3. Pasadena Memorial High School: 4410 Crenshaw, Pasadena 77504
4. Lonnie B.Keller Middle School: 3102 San Augustine., Pasadena 77503
5. Matthys Elementary School: 1500 Main St., South Houston 77587

D. Owner: Pasadena Independent School District
3920 Mickey Gilley Blvd
Pasadena, Texas 77505
713.740.5352 tel.

E. Architect: cre8 Architects
3815 Montrose Blvd. Suite 123
Houston, Texas 77006
713.526.2738 tel.

1.03 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
1. Repainting of existing wall surfaces in designated areas of the existing buildings.
2. Preparation of existing surfaces to receive paint or scheduled finishes..
3. Installation of new scheduled wall protection where indicated..

B. Type of Contract:
1. Project will be constructed under a single prime contract.
2. The agreement between the Owner and the Contractor will be executed on AIA Document A101, *“Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum”, 2017 edition.*

1.04 PHASED CONSTRUCTION

A. The Work shall be conducted in a single phase during the period of time as stated in the Agreement.
1. Work is tentatively scheduled to commence on *June 29, 2026* and be substantially complete by *September 30, 2026.*

1.05 CONTRACTOR'S USE OF SITE AND PREMISES

A. Restricted use of Site: Contractor shall have limited use of project sites in designated work areas for construction operations as indicated on Drawings.

B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1.06 COORDINATION WITH OCCUPANTS

A. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.

1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.07 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Architect and Owner not less than 48 hours in advance of proposed utility interruptions.
2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.

C. On-Site Work Hours: Work shall be generally unrestricted Monday through Friday, weekends and holidays when classes are not in session.

1. No work will be allowed during the days that classes are in session, except during evenings and night time. Confirm with the District dates that schools will be occupied and in session.
   a. Only perform Work during weekends, holidays, evenings and nights that will be complete when classes resume the following day.
2. No work will be allowed during dates for scheduled activities that will be interrupted by construction activities.. Verify with the District for proposed dates of scheduled activities.

D. Controlled Substances: Use of tobacco products and other controlled substances in buildings or on the Project site is not permitted.

E. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. Each person working on the Project Site to be issued an identification number. That number shall be printed on each employee's hard hat. Number to be a minimum of 2" high and placed on the front of hat. GC to keep and issue an updated list to Owner and Architect. List shall include Employee name, identification number and company.

F. Employee Screening: Comply with Owner's requirements for background screening of Contractor personnel working on Project site.

1. Maintain list of approved screened personnel with Owner's representative.

1.08 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Division numbers found in this Project Manual.

1.09 WORK PERFORMED BY OWNER:

A. None is currently scheduled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 10 00

SECTION 01 21 00 - ALLOWANCES

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.
   1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
   1. Lump-sum allowances.
   2. Contingency allowances.

1.02 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier.

1.03 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.04 INFORMATIONAL SUBMITTALS

A. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.05 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.06 LABOR AND MATERIALS ALLOWANCES

A. Use lump-sum allowances only as directed by Architect for designated products and services and only by Allowance Expenditure Authorization or Change Order that indicates amounts to be charged to the allowance.

B. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include taxes (where permitted), freight, and delivery to Project site.

C. Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner under allowance shall be included as part of the Contract Sum and not part of the allowance.

D. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials ordered by Owner or selected by Architect under allowance shall be included as part of the Contract Sum and not part of the allowance.

E. Unused Materials: Return unused materials purchased under an allowance to manufacturer or supplier for credit to Owner, after installation has been completed and accepted.
   1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

1.07 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Contingency Allowance Expenditure Authorization that indicate amounts to be charged to the allowance.

B. Contractor's costs for receiving and handling at Project Site, overhead and profit, insurance and similar costs related to Work under contingency allowances shall be included as part of the Contract Sum and are not part of the allowance. Contractors may not include these costs in their proposals to to provide work to be charged to contingency allowances. Subcontractor's costs for receiving and handling at Project site, overhead and profit, insurance, and similar costs related to Work under contingency allowances shall be included in the allowance. Subcontractors may include these costs in their proposals to provide Work to be charged to contingency allowances. Refer to paragraph 7.5 of Document 00 73 00, Supplementary Conditions, for allowable charges for subcontractors for overhead and profit.

C. Contractor's and subcontractor's costs for materials, labor, installation, taxes (where permitted), equipment rental, and similar costs related to Work under contingency allowances shall be included in the allowance. Contractor and subcontractors may include these costs in their proposals to provide Work to be charged to contingency allowances.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.02 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.03 SCHEDULE OF ALLOWANCES

A. Project Allowances: Include the lump-sum allowance amounts for the following:
   1. Package A - Owner's Contingency: **Amount $100,000.00**
   2. Package A - Wall repair at areas to be determined: **Amount $15,000.00**
      a. Typical preparation of wall surfaces for painting shall be included in the base bid.
   3. Package B - Owner's Contingency: **Amount $100,000.00**
   4. Package B - Wall repair at areas to be determined: **Amount $15,000.00**
      a. Typical preparation of wall surfaces for painting shall be included in the base bid.

END OF SECTION 01 21 00

SECTION 01 25 00 - SUBSTITUTION PROCEDURES

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
   1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
   2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. For procurement substitution requests related to work indicated on documents prepared by one of the Architect's consultants, submit one copy of the request directly to the consultant.
   1. Substitution requests made prior to receipt of proposals must be submitted not less than 5 days prior to receipt of proposals. All approved substitution requests will be communicated to all bidders, by addendum prior to CSP submission. Substitution requests received less than 5 days prior to receipt of proposals will not be considered until after evaluation and ranking.
   2. Use Substitution Request Form found on last page of this Section 01 25 00.
   3. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with building code in effect for Project.
      j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
      k. Cost information, including a proposal of change, if any, in the Contract Sum.
      l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
      m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
   4. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
      a. Forms of Acceptance
         1) Prior to Award of Contract: Addendum

2) After Award of Contract: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.5 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

2 PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   b. Requested substitution provides sustainable design characteristics that specified product provided.
   c. Substitution request is fully documented and properly submitted.
   d. Requested substitution will not adversely affect Contractor's construction schedule.
   e. Requested substitution has received necessary approvals of authorities having jurisdiction.
   f. Requested substitution is compatible with other portions of the Work.
   g. Requested substitution has been coordinated with other portions of the Work.
   h. Requested substitution provides specified warranty.
   i. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Requests for substitutions for convenience may be considered solely at the discretion of the Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
   a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
   b. Requested substitution does not require extensive revisions to the Contract Documents.
   c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
   d. Requested substitution provides sustainable design characteristics that specified product provided.
   e. Substitution request is fully documented and properly submitted.
   f. Requested substitution will not adversely affect Contractor's construction schedule.
   g. Requested substitution has received necessary approvals of authorities having jurisdiction.
   h. Requested substitution is compatible with other portions of the Work.
   i. Requested substitution has been coordinated with other portions of the Work.
   j. Requested substitution provides specified warranty.
   k. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

3 EXECUTION (NOT USED)

SUBSTITUTION REQUEST FORM:

PACKAGE A FLOORING REPLACEMENT PROJECTS

PACKAGE B FLOORING REPLACEMENT PROJECTS

cre8 Architects Project No. 25-007

We hereby submit for your consideration the following product instead of the specified item for the above project:

Section and Paragraph	Specified Item
_____	_____

Proposed Substitution**:** _____ _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance and quality of the proposed substitution are equivalent or superior to the specified item.

SUBMITTED BY:

_____	_____
(Signature)	*(Company Name)*
_____	_____
(Printed Name and Title)	*(Street Address)*
_____	_____
(Telephone No.)	*(City, State and Zip Code)*
_____	_____
(E-mail Address)	*(Fax No.)*

END OF SECTION 01 25 00

SECTION 01 29 00 - PAYMENT PROCEDURES

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements

1. Section 01 21 00 Allowances
2. Section 01 32 16 Construction Progress Schedule
3. Section 01 77 00 Closeout Procedures

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with continuation sheets
   b. Submittal schedule
   c. Items required to be indicated as separate activities in Contractor's construction schedule
2. Submit the schedule of values to Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least two line items (one each for labor and materials) for each Specification Section.

1. Identification: Include Project name, name of Architect, Contractor's name and address, and date of submittal on the schedule of values.
2. Arrange schedule of values consistent with format of AIA Document G703.
3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of two percent of the Contract Sum.
   a. Include a separate line item under Contractor in an amount totaling 0.5 percent of the Contract Sum for Project closeout requirements.
   b. Include a separate line item for each subcontract in excess of $100,000 for Project closeout requirements.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Allowances: Provide a separate line item in the schedule of values for each allowance.
7. Provide separate line items in the schedule of values for bonds, insurance, permits, mobilization, supervision, temporary facilities, trench safety systems, temporary erosion- and sedimentation-control measures, fee, profit, general overhead expense, and other similar expenses.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: Submit Application for Payment to Architect by the 25th of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.

1. Submit draft copy of Application for Payment five days prior to due date for review by Architect.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 or similar forms acceptable to the Architect and Owner. Submit alternate forms for approval with initial submittal of schedule of values.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Incomplete applications will be returned without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Allowance Expenditure Authorizations, Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
   1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
   2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
   3. Provide summary documentation for stored materials indicating the following:
      a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
      b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
      c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.

F. Transmittal: Submit four signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt within 24 hours.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
   1. List of subcontractors
   2. Schedule of values
   3. Contractor's construction schedule
   4. Submittal schedule
   5. Copies of building permits

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted.

2 PRODUCTS (NOT USED)

3 EXECUTION (NOT USED)

END OF SECTION 01 29 00

SECTION 01 29 73 - SCHEDULE OF VALUES

1 GENERAL

1.1 DESCRIPTION

A. Refer to Section 01 25 00 – Substitution Procedures for substitutions.

B. Work Included: Provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the work, as specified herein and in other provisions of the Contract Documents.

C. Related Work:

1. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

A. Use required means to assure arithmetical accuracy of the sums described. When so required by the Architect, provide copies of the subcontracts or other data acceptable to the Architect, substantiating the sums described.

B. The Schedule of Values shall be broken down into costs for each specification section as labor and materials at a minimum.

1. The contractor is encouraged to make the schedule of values very detailed in order to facilitate review and approval of requested percentages complete on pay applications.

2. Where breakdown is vague, or includes multiple / combined assemblies, stages, tasks, etc., Architect's review shall be conservative in favor of the Owner regarding approval of Pay Applications.

1.3 APPLICATION FOR PAYMENT SCHEDULE OF VALUES

A. The schedule of values, once approved shall be transferred to columns B and C of AIA G702/G703 – Application for Payment to be used for all progress payments.

B. Once AIA G702/G703 – Application for Payment has been submitted for payment, individual line item amounts in column C must remain unchanged throughout the progress of the work.

1. In the beginning stages of the construction, total amounts for entire divisions may be used if complete breakdowns are not available; and shall be line item populated as soon as practical.

2. No payments will be approved in divisions that do not have a line item breakdown.

C. Allowances shall be shown, and remain throughout construction, as a single line item on the master application for payment in amount(s) as stipulated in the Contract Documents.

1. For each Allowance, expenditures and accounting shall be included on a separate, attached spread sheet of the same format as the master application for payment.

2. The master application for payment shall reflect only the summary of each allowance; and shall not contain individual allowance activity(s).

1.4 MULTIPLE PHASES / BUILDINGS

A. For projects consisting of multiple phases, separate each phase on the Application for Payment and include separate division 2 through 32 line items for each phase.

B. For projects consisting of multiple buildings, separate each building on the Application for Payment and include separate division 2 through 32 line items for each building.

C. If applicable to multi-phase / multi-buildings projects, sitework may be shown separately from phases and / or buildings. Coordinate with Architect as required for approval.

1.5 SUBMITTALS

A. Prior to the first Application for Payment, submit a proposed schedule of values to the Architect, as outlined below.

B. Meet with the Architect and determine additional data, if any, is required to be submitted.

C. Secure the Architect's approval of the schedule of values prior to submitting the first Application for Payment.

2 PRODUCTS

2.1 SCHEDULE OF VALUES

A. Schedule of values for division 2 through 32 shall be broken down for each separate section of work, and include multiple items covered where appropriate.

1. Each item of work shall be broken down by material and labor at a minimum.

2. Where payment for shop drawings, submittals, record drawings and similar are expected, the items must be included as a separate item on the schedule of values.

B. Schedule of Values – The following shall represent the minimum breakdown of line items; and shall include material and labor for each item where applicable:

DIVISION 1 – GENERAL REQUIREMENTS
01 Building Permits
02 Bonds
03 Insurance
04 General Contractor's Fee
05 General Contractor's Overhead
06 Supervision
07 Mobilization
08 Temporary Facilities
09 Final Cleaning
10 Allowances (list each separately)
11 Close-Out Documents / Manuals
12 Record Drawings

DIVISION 2 – EXISTING CONDITIONS
01 Building Demolition
02 Selective Demolition

DIVISION 3 - CONCRETE
01 Drilled Piers / Spread Footings
- a. Formwork
- b. Reinforcement
- c. Concrete
- d. Placement

02 Grade Beams
- a. Formwork
- b. Reinforcement
- c. Concrete
- d. Placement

03 Slab on Grade
- a. Formwork
- b. Reinforcement
- c. Concrete
- d. Placement

DIVISION 4 – MASONRY
01 Masonry Ties
02 Brick Veneer – Exterior
03 Stone Veneer - Exterior
04 Cast stone Masonry
05 CMU
06 Masonry Cleaning

DIVISION 5 – METALS
01 Steel Shop Drawings
02 Structural Steel
03 Structural Steel Erection
04 Steel Joists
05 Steel Decking (each level)
06 Light Gage Steel Framing
07 Metal fabrications
08 Metal Stairs
09 Pipe and Tube Railing

DIVISION 6 – WOOD AND PLASTICS
01 Rough Carpentry
02 Finish Carpentry
03 Millwork, Cabinetry

04 Manufactured Plastic-Laminate-Clad Casework

DIVISION 7 – THERMAL AND MOISTURE PROTECTION
01 Air/Moisture Barrier
02 Elastomeric Sheet Waterproofing
03 Shower Stall Waterproofing
04 Building Insulation
05 Fireproofing
06 Roofing (list each type separately)
07 Sheetmetal Flashing
08 Roof Accessories
09 Relief Vents
10 Roof Hatches
11 Penetration Firestopping
12 Fireproofing
13 Joint Sealants

DIVISION 8 – DOORS AND WINDOWS
01 Hollow Metal Frames
02 Hollow Metal Doors
03 Aluminum Doors and Frames
04 Plastic Laminate-Faced Wood Doors
05 Access Doors and Frames
06 Overhead Coiling Doors and Grilles
07 Finish Hardware
08 Glazed Systems – Framing
09 Glazed Systems – Glazing
10 Louvers and Vents

DIVISION 9 – FINISHES
01 Plaster Assemblies
02 Gypsum Board Assemblies – Walls
  a. Metal Framing
  b. Gypsum Board
  c. Taping and Floating
03 Metal Framing – Ceilings
  a. Metal Framing
  b. Gypsum Board
  c. Taping and Floating
04 Ceramic Tile
05 Quarry Tile
06 Acoustical Ceilings
07 Slip Resistant Coatings
08 Concrete Floor Sealer
09 Resilient Tile Flooring
10 Elastomeric Liquid Flooring
11 Seamless Epoxy Flooring
12 Carpet
13 Wall Coverings
14 Painting
15 Column Covers
16 Elastomeric Coatings

DIVISION 10 – SPECIALTIES
01 Miscellaneous Specialties
02 Multi-Media Board and Tack Board
03 Display Cases

04 Exterior Signage
05 Interior Signage
06 Toilet Partitions
07 Cubicle Curtain and Track
08 Folding Panel Partition
09 Corner Guards
10 Toilet and Bath Accessories
11 Fire Extinguishers and Cabinets
12 Flagpole
13 Marquee Sign

DIVISION 11 – EQUIPMENT
01 Residential Appliances
02 Projection Screens
03 Food Service Equipment
04 Stage Curtains and Controls
05 Sound Equipment
06 Gym Equipment

DIVISION 12 – FURNISHINGS
01 Horizontal Blinds
02 Roller Window Shades

DIVISION 13 – SPECIAL CONSTRUCTION
01 Pedestrian Emergency Egress Walkway

DIVISION 14 – CONVEYING SYSTEMS
01 Hydraulic Elevators

DIVISION 21 – FIRE PROTECTION
01 Wet Sprinkler Fire Protection

DIVISION 22 - PLUMBING
01 Under Slab Sanitary
02 Above Slab Sanitary
03 Above Slab Water
04 Plumbing Fixtures
05 Plumbing Trim-Out

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING
01 Rigid Ductwork
02 Flexible Ductwork
03 Grilles and Diffusers
04 Mechanical Trim Out
05 Air Handlers
06 Condensing Units

DIVISION 26 –ELECTRICAL
01 Panelboards
02 Transformers
03 Generator
04 Site Underground Electrical
05 Site Lighting
06 Under Slab Electrical
07 Electrical Rough-in – Power
08 Electrical Rough-in – Lighting

09 Power Devices
10 Light Fixtures
11 Electrical Trim Out
12 Data and Technology
13 Communication System
14 Security System – Video
15 Security System - Intrusion
16 CATV System

DIVISION 27 – COMMUNICATIONS

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

DIVISION 31 – EARTHWORK
01 Site Clearing
02 Excavation, Fill and Earthwork
03 Site Drainage / Erosion Control
04 Rough Grading
05 Finish Grading
06 Storm Drainage
07 Site Water Utilities
08 Site Sanitary Sewer
09 Termite Control
10 Lime Stabilization

DIVISION 32 – EXTERIOR IMPROVEMENTS
01 Concrete Paving
02 New Approaches at Public Streets
03 Sidewalks / Miscellaneous Concrete Flatwork
04 Screen Wall Foundation
05 Chain Link Fencing
06 Ornamental Fencing
07 Site Signage

C. The following work shall be listed as a separate line item if the sub-contractor anticipates invoicing separately for the work:
01 Sub-contractor temporary facilities.
02 Sub-contractor bonds.
03 Submittals and Shop Drawings
04 Rough-in
05 Fixtures / Equipment
06 Trim-out
07 Close-out Documents / Record Drawings

END OF SECTION 01 29 73

SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

1 GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, general coordination procedures, coordination drawings, Requests for Information (RFI), and Project meetings.

B. Related Requirements

1. Section 01 32 16, Construction Progress Schedule
2. Section 01 77 00, Closeout Procedures

1.2 DEFINITIONS

A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A, or similar form that includes the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products
2. Number and title of related Specification Section(s) covered by subcontract

B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

1.5 COORDINATION DRAWINGS

A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.

1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
    b. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
    c. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
    d. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
    e. Indicate required installation sequences.

f. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.

B. Coordination Drawing Organization: Organize coordination drawings as follows:
   1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
   2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
   3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
   4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
   5. Slab Edge and Embedded Items: Indicate slab edge locations and sizes and locations of embedded items for metal fabrications, sleeves, anchor bolts, bearing plates, angles, door floor closers, slab depressions for floor finishes, curbs and housekeeping pads, and similar items.
   6. Mechanical and Plumbing Work: Show the following:
      a. Sizes and bottom elevations of ductwork, piping, and conduit runs, including insulation, bracing, flanges, and support systems
      b. Dimensions of major components, such as dampers, valves, diffusers, access doors, cleanouts and electrical distribution equipment
      c. Fire-rated enclosures around ductwork
   7. Electrical Work: Show the following:
      a. Runs of vertical and horizontal conduit 1¼ inches in diameter and larger
      b. Light fixture, exit light, emergency battery pack, smoke detector, and other fire-alarm locations
      c. Panel board, switch board, switchgear, transformer, busway, generator, and motor control center locations
      d. Location of pull boxes and junction boxes, dimensioned from column center lines
   8. Fire-Protection System: Show locations of standpipes, mains piping, branch lines, pipe drops, and sprinkler heads.
   9. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.

C. Coordination Digital Data Files: Prepare coordination digital data files according to the following requirements:
   1. File Submittal Format: Submit coordination drawing files to Architect using Portable Data File (PDF) format.
   2. Architect will furnish Contractor one set of digital data files of Drawings for use in preparing coordination digital data files.
      a. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
      b. Digital Data Software Program: Drawings are available in AutoCAD.
      c. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.

1.6 REQUESTS FOR INFORMATION (RFI)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Architect will return RFI submitted to Architect by other entities controlled by Contractor with no response.
   2. Coordinate and submit RFI in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name
   2. Project number
   3. Date
   4. Name of Contractor
   5. Name of Architect
   6. RFI number, numbered sequentially

7. RFI subject
8. Specification Section number and title and related paragraphs, as appropriate
9. Drawing number and detail references, as appropriate
10. Field dimensions and conditions, as appropriate
11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
12. Contractor's signature
13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect. Submit RFI files to Architect using Portable Data File (PDF) format.
1. Attachments shall be electronic files in Adobe Acrobat PDF format.

D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFI received by Architect after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFI will be returned without action:
    a. Requests for approval of submittals
    b. Requests for approval of substitutions
    c. Requests for approval of Contractor's means and methods
    d. Requests for coordination information already indicated in the Contract Documents
    e. Requests for adjustments in the Contract Time or the Contract Sum
    f. Requests for interpretation of Architect's actions on submittals
    g. Incomplete RFI or inaccurately prepared RFI
2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
3. Architect's action on RFI that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal.
    a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.

E. RFI Log: Use software log that is acceptable to the Owner and Architect to generate RFI Log for weekly review.

F. On receipt of Architect's action, distribute the RFI response to affected parties. Review response and notify Architect within three days if Contractor disagrees with response or believes response is inadequate.

1.7 PROJECT MEETINGS

A. Schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.

B. Preconstruction Conference: Architect will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect.
1. Conduct the conference to review responsibilities and personnel assignments
2. Attendees: Authorized representatives of Owner, Architect, Architect's consultants, Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect progress, including the following:
    a. Tentative construction schedule
    b. Phasing
    c. Critical work sequencing and long-lead items
    d. Designation of key personnel and their duties
    e. Lines of communications
    f. Procedures for processing field decisions and Change Orders
    g. Procedures for RFI
    h. Procedures for testing and inspecting

i. Procedures for processing Applications for Payment
j. Distribution of the Contract Documents
k. Submittal procedures
l. Preparation of record documents
m. Use of the premises
n. Work restrictions
o. Working hours
p. Owner's occupancy requirements
q. Responsibility for temporary facilities and controls
r. Procedures for disruptions and shutdowns
s. Construction waste management and recycling
t. Parking availability
u. Office, work, and storage areas
v. Equipment deliveries and priorities
w. First aid
x. Security
y. Progress cleaning

C. Pre-installation Conferences: Conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.
1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect and Owner of scheduled meeting dates.
2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
a. Contract Documents
b. Options
c. Related RFI
d. Related Change Orders
e. Purchases
f. Deliveries
g. Submittals
h. Review of mockups
i. Possible conflicts
j. Compatibility requirements
k. Time schedules
l. Weather limitations
m. Manufacturer's written instructions
n. Warranty requirements
o. Compatibility of materials
p. Acceptability of substrates
q. Temporary facilities and controls
r. Space and access limitations
s. Regulations of authorities having jurisdiction
t. Testing and inspecting requirements
u. Installation procedures
v. Coordination with other work
w. Required performance results
x. Protection of adjacent work
y. Protection of construction and personnel
3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
1. Conduct the conference to review requirements and responsibilities related to Project closeout.

2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    a. Preparation of record documents
    b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance
    c. Submittal of written warranties
    d. Requirements for preparing operations and maintenance data
    e. Requirements for delivery of material samples, attic stock, and spare parts
    f. Requirements for demonstration and training
    g. Preparation of Contractor's punch list
    h. Procedures for processing Applications for Payment at Substantial Completion and for final payment
    i. Submittal procedures
    j. Owner's partial occupancy requirements
    k. Installation of Owner's furniture, fixtures, and equipment
    l. Responsibility for removing temporary facilities and controls
4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

E. Progress Meetings: Conduct progress meetings at weekly intervals.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
        1) Review schedule for next period.
    b. Review present and future needs of each entity present, including the following:
        1) Interface requirements
        2) Sequence of operations
        3) Status of submittals
        4) Deliveries
        5) Off-site fabrication
        6) Access
        7) Site utilization
        8) Temporary facilities and controls
        9) Progress cleaning
        10) Quality and work standards
        11) Status of correction of deficient items
        12) Field observations
        13) Status of RFI
        14) Status of supplemental instructions
        15) Status of proposal requests
        16) Pending changes
        17) Status of Allowance Expenditure Authorizations (AEA) and allowance balances
        18) Status of Change Orders
        19) Pending claims and disputes
        20) Documentation of information for payment requests
3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.

2 PRODUCTS (NOT USED)

3 EXECUTION (NOT USED)

END OF SECTION 01 31 00

SECTION 01 31 29 - NOTIFICATION OF ARCHITECT REQUIREMENTS

PART 1 - GENERAL

A. In general, the Contractor shall notify the Architect and / or Architect's Consultants whenever there is need of clarification of interpretation of the Contract Documents.

PART 2 - NOTIFICATIONS

A. The Contractor shall notify the Architect and / or Architect's Consultant a minimum 48 hours in advance of certain stages of construction to observe and verify work is being installed in accordance with the Contract Documents.
   01 Notification shall be sent by email or other written means.
   02 For notices less than 48 hours in advance, Architect / Consultant shall endeavor to accommodate the request; however, Contractor assumes all responsibility for schedule delays resulting from untimely notification.

B. These stages shall include, but not necessarily be limited to the following:
   01 Mobilization
   02 Installation of drilled pier footings
   03 Installation of concrete work
   04 Installation of air/moisture barrier
   05 Installation and concealment of insulation
   06 Installation of roofing.
   07 Installation and concealment of sheet metal work / flashing
   08 Installation of self-adhered sheet flashing.
   09 Installation of plumbing systems prior to cover-up
   10 Installation of electrical systems prior to cover-up
   11 Any and all testing specified for equipment, mechanical, electrical and plumbing systems.

C. In addition to the above requirements, Architect and Consultant(s) shall be notified of all equipment testing, startup procedures, and Owner demonstrations / training sessions.

END OF SECTION 01 31 29

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the Contractor's construction schedule.

B. Related Requirements

1. Section 01 11 00, Summary of Work
2. Section 01 29 00, Payment Procedures
3. Section 01 33 00, Submittal Procedures

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
2. Predecessor Activity: An activity that precedes another activity in the network.
3. Successor Activity: An activity that follows another activity in the network.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:

1. PDF electronic file
2. Two paper copies

B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.

1.4 COORDINATION

A. Coordinate Contractor's construction schedule with the schedule of values, list of subcontracts, submittal schedule, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from entities involved.
2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

2 PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 15 days, unless specifically allowed by Architect.
2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 45 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00, Submittal Procedures, in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
2. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Subcontract awards
   b. Submittals
   c. Purchases
   d. Mockups

e. Fabrication
f. Sample testing
g. Deliveries
h. Installation
i. Tests and inspections
j. Adjusting
k. Curing
l. Startup and placement into final use and operation

3. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
   a. Structural completion
   b. Temporary enclosure and space conditioning
   c. Permanent space enclosure
   d. Completion of mechanical installation
   e. Completion of electrical installation
   f. Substantial Completion

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues
   2. Unanswered Requests for Information
   3. Rejected or unreturned submittals
   4. Notations on returned submittals
   5. Pending modifications affecting the Work and Contract Time

F. Recovery Schedule: When periodic update indicates the Work is 15 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 30 days of date established for the Notice to Proceed. Base schedule on the startup construction schedule and additional information received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 20 percent increments within time bar.

3 EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities.
   1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
   2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
   3. As the Work progresses, indicate final completion percentage for each activity.
   4. Submit updated schedule with each monthly application for payment.

B. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
   1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 01 32 16

SECTION 01 33 00 - SUBMITTAL PROCEDURES

1 GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:

1. Section 01 29 00, Payment Procedures
2. Section 01 31 00, Project Management and Coordination
3. Section 01 32 16, Construction Progress Schedule
4. Section 01 78 23, Operation and Maintenance Data
5. Section 01 78 39, Project Record Documents
6. Section 01 79 00, Demonstration and Training

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."

C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Submit concurrently with Contractor's construction schedule. Highlight those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Arrange scheduled date for first submittal, Specification Section number and title, Submittal category (action or informational), name of subcontractor, description of the Work covered, scheduled date for Architect's final release or approval, scheduled date of fabrication, scheduled dates for purchasing, and scheduled dates for installation in a tabular format.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect will make available to the Contractor one set of digital data drawing files of the Contract Drawings for use in preparing submittals and Project record drawings.

1. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
2. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD.
3. Contractor shall execute a data licensing agreement form acceptable to Owner and Architect.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
3. Submit action submittals, informational submittals, and samples required by the same Specification Section as separate packages under separate transmittals.
4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
5. Submit all action submittals and samples requiring selection of colors by the Architect in adequate time to allow preparation of a complete selection schedule. Generally, all submittals requiring color selection shall be submitted within four weeks of receipt of the Notice to Proceed.

C. Processing Time: Allow time for submittal review, including time for resubmittals. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 30 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
3. Resubmittal Review: Allow 21 days for review of each resubmittal.
4. Sequential Review: Where sequential review of submittals by Owner, or other parties is required, allow 30 days for initial review of each submittal.
5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 30 days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.

D. Assign a unique Submittal number to each Submittal.
E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use form acceptable to Owner, containing Project name, date, destination (To:), source (From:), name and address of Architect, name of Contractor, Specification Section number and title, submittal and transmittal distribution record, and remarks.

F. Options: Identify options requiring selection by Architect.
G. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
H. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
I. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
J. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

2 PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit all submittals as PDF electronic files directly to Architect.
a. Architect will distribute annotated file to the project team when review is complete.
b. Annotate and retain one copy of file as an electronic Project record document file.
2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
a. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
b. Mark each copy of each submittal to show which products and options are applicable.
c. Include manufacturer's catalog cuts, manufacturer's product specifications, standard color charts, statement of compliance with specified referenced standards, testing by recognized testing agency, application of testing agency labels and seals, and notation of coordination requirements as applicable.
d. For equipment, include wiring diagrams showing factory-installed wiring, printed performance curves, operational range diagrams, and clearances required to other construction (if not indicated on accompanying Shop Drawings) in addition to the above, as applicable.
e. Submit Product Data before or concurrent with Samples.

B. Shop Drawings: Submit all shop drawings as pdf electronic files directly to Architect. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include identification of products, schedules, compliance with specified standards, notation of coordination requirements, notation of dimensions established by field measurement, relationship and attachment to adjoining construction clearly indicated, and seal and signature of professional engineer if specified as applicable.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8½ by 11 inches, but no larger than 30 by 42 inches. The pdf format will be the same format (size) as the actual submittal (i.e. 8-1/2x11, 11x17, 24x36, and/or 30x42).

C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes generic description of Sample, product name and name of manufacturer, sample source, number and title of applicable Specification Section, and Specification paragraph number and generic name of each item.
3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in undamaged condition at time of use.
   b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.
6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
      1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

D. Coordination Drawing Submittals: Comply with requirements specified in Section 01 31 00, Project Management and Coordination.

E. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 16, Construction Progress Documentation.

F. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00, Payment Procedures.

G. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00, Closeout Procedures.

H. Maintenance Data: Comply with requirements specified in Section 01 78 23, Operation and Maintenance Data.

2.2 DELEGATED-DESIGN SERVICES

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit PDF electronic file directly to Architect of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
   1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

3 EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00, Closeout Procedures.
C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
E. Submittals not required by the Contract Documents may be returned by the Architect without action.

3.3 CLAIM NOTIFICATION

A. If the submitter or contractor issues submittals for which an additional cost is anticipated, the submittal must clearly indicate such cost including all supporting information.
   1. Lack of accompanying cost information known at the time of the original submittals shall be grounds for disallowance of such cost.
B. Upon return of submittal(s) to the originator of the submittal(s), the submitter shall thoroughly review all mark-ups and / or comments prior to proceeding with the work.
C. Based on the mark-ups and / or comments returned, the submitter shall have fifteen (15) calendar days to submit a claim notification for additional costs the submitter may feel is warranted by the mark-ups / and or comments of the Architect or Consultant.
   1. The fifteen (15) calendar day period shall commence upon Contractor’s receipt of the submittal from the Architect.
D. In the absence of any claim notification within the specified time period, it shall be agreed the submitter shall provide the work in accordance with the Contract Documents and the reviewed submittal at no additional cost.
E. In the event a claim notification is submitted to the general contractor / construction manager, the submittal process shall not be complete until all such claim notifications have been fully resolved.

END OF SECTION 01 33 00

DOCUMENT 01 35 23 - CONTRACTOR SITE RULES

A. No foul language or spitting on floor.

B. No tobacco products on school property.

C. The possession or use of alcohol or illegal drugs is strictly prohibited.

D. No tank tops – workers must be fully clothed.

E. No workers with a history of felony convictions or warrants.

F. No parking on grass, under shade trees, sidewalks or non-vehicular paved areas.

G. Contractor's employees, Subcontractors and their agents and employees working on any District facility must wear picture identification with the company name. Any exceptions must be approved in advance with the designated District representative.

H. Keep the premises free from accumulation of waste, materials or rubbish caused by the work under this contract at each site. Boxes must be broken down prior to removal from the building. Upon completion of the work, and prior to the final inspection, have the premises in a neat and clean condition at all times. Clean Project facility and exterior of debris on a daily basis.

I. Take all precautions necessary for the safety of, and provide protection to prevent damage, injury or loss to:

- All employees on the project and all other persons who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at the site and adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any other school property.

J. Any work that may interfere with school activities must be authorized in advance through District representative. A management plan will be devised to minimize the effect of the interference.

K. Doors must not be propped open when working after-hours.

L. Do not talk with any school personnel or students. Talk only with personnel directly associated with the project.

END OF DOCUMENT 01 35 23

SECTION 01 36 16 – ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED

A. This Section contains general provisions and requirements pertaining to all remodeling, removal and relocation work in the existing building, and becomes a part of each Section and Division performing remodeling, removal and relocation work for this project, with the same force and effect as if written in full therein.

B. Take all necessary precautions to keep trespassers out of the work areas. Secure work areas from entry when work is not in progress.

C. Perform all remodeling, demolition, removal and relocation work in strict accordance with Owner's instructions and applicable Federal, State and local health and safety standards, codes and ordinances. Where conflicts occur, the more restrictive requirement shall govern.

D. Related Sections:

1. Division 01 Section "Summary" for work restrictions for on-site work hours.
2. Division 01 Section "Project Management and Coordination."
3. Division 02 Section "Selective Demolition."

1.2 EXISTING CONDITIONS

A. Obvious existing conditions, installations and obstructions affecting the work shall be taken into consideration as necessary. Work to be done is the same as though they were completely shown or described.

B. Items of existing construction indicated to remain upon completion of the Contract, but which require removal to complete the work, shall be carefully removed and replaced as required. The replaced work shall match its condition at the start of the work, unless otherwise required.

C. Visit the site and inspect all existing conditions, including access to the site, the nature of structures, objects and materials to be encountered, and all other facts concerning or affecting the work. Information on the drawings showing existing conditions does not constitute a guarantee that other items may not be found or encountered.

D. Utilities: Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Architect in writing two weeks in advance. Provide temporary services during interruptions to existing utilities.

E. Stop work and notify Architect and owner immediately if any hazardous materials are encountered (especially asbestos or lead based products).

PART 2 - PRODUCTS

2.1 SALVAGED MATERIALS

A. The Owner reserves the right of first refusal on all salvaged items. Remove remaining items from the site as work progresses. Storage or sale of items on site is not permitted. Burning of removed materials on site is not permitted.

B. Store salvaged items in a dry, secure place on site.

C. Salvaged items not required for use in repair of existing work shall remain the property of the Owner.

D. Do not incorporate salvaged or used material in new construction, except with permission of the Architect.

2.2 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

A. Contract documents do not define products or standards of workmanship present in existing construction. Determine products by inspection and by use of the existing construction. Provide same or similar quality products or types of construction such as the existing structure, where needed to patch or extend existing work.

B. If reasonably matched products are not obtainable, improve appearance by minor relocating some of the existing products, and grouping new ones in a pattern arranged by the Architect. Do not replace products scheduled for retaining because matching ones are not obtainable, except as directed by a Change Order.

PART 3 - EXECUTION

3.1 PROTECTION

A. Protect persons, surrounding surfaces of building and building site from harm resulting from alteration work.

1. Use only proven protection methods, appropriate to each area and surface being protected.
2. Provide temporary barricades, barriers, and directional signage to exclude the public from areas where alteration work is being performed.
3. Contain dust and debris generated by alteration work, and prevent it from reaching the public or adjacent surfaces.
4. Protect floors and other surfaces along hauling routes from damage, wear, and staining.

B. Temporary Protection of Materials to Remain:

1. Protect existing materials with temporary protections and construction. Do not remove existing materials unless otherwise indicated.
2. Do not attach temporary protection to existing surfaces except as indicated as part of the alteration work program.

3.2 PROTECTION FROM FIRE

A. General: Follow fire-prevention plan and the following:
   1. Comply with NFPA 241 requirements unless otherwise indicated. Perform duties titled "Owner's Responsibility for Fire Protection."
   2. Remove and keep area free of combustibles, including rubbish, paper, waste, and chemicals, unless necessary for the immediate work.
      a. If combustible material cannot be removed, provide fire blankets to cover such materials.

C. Fire-Control Devices: Provide and maintain fire extinguishers, fire blankets, and rag buckets for disposal of rags with combustible liquids. Maintain each as suitable for the type of fire risk in each work area. Ensure that nearby personnel and the fire-watch personnel are trained in fire-extinguisher and blanket use.

3.3 PROTECTION OF WORK TO REMAIN

A. Protect work from damage by use of barricades, tarpaulins, temporary walls, plywood, planking, masking, or other suitable means and methods as approved by the Architect.

B. If work to remain in place is damaged, restore to original condition at no additional cost to the Owner.

C. Concealed Conditions: If conditions cause changes in the work from requirements of the Contract Documents, the Contract Sum will be adjusted in accordance with the General Conditions Supplementary Conditions.

3.4 PROCEDURES

A. Refinishing at Removed Work: Cut below the surface of substrate materials and patch over the area of removal with finish materials so removal is not apparent.

B. Patch and extend existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall not be less than that specified for new work.

D. Patching:
   1. Match existing work where possible; if unavailable, use salvage material for patching, and provide totally new material in areas where salvage has been removed. Consult with the Architect concerning locations for salvaging materials.
   2. Repairs or continuations of existing work shall be relatively imperceptible in the finished work when viewed under finished lighting conditions from a distance of 6 feet.
   3. Patching, Repairing, and Finishing of Existing Work: Perform in compliance with the applicable requirements of the specification section covering the work to be performed and the requirement of this Section.

E. Noise Producing Equipment: Minimize use of noise producing equipment. Limit excessive noise to periods of vacancy or provide sound control. Arrange schedules in advance with the Architect.

3.5 EXISTING FURNITURE AND EQUIPMENT

A. Furniture Items: Before remodeling commences, relocate all furniture and equipment that interferes with scheduled work as necessary for work to procede. Replace these items to the same locations after remodeling work within the space is complete.
   1. Protect existing furniture and equipment from dust and debris and potential physical damage with temporary covers and protections approved by the Owner.
   2. Remove protective covers and clean existing furniture and equipment upon completion of alteration work and prior to occupancy by relocated personnel; place existing furniture in original locations. Reconnect existing power and data connections that were disconnected.

3.6 PAINTING AND FINISHING

A. Preparation: Prepare patched areas as required for new work. Wash existing painted surfaces with neutral soap or detergent, thoroughly rinse, and sand when dry.

B. Painting and Finishing: Conform to the applicable provisions of the Painting Section. Prepare bare areas and patches in existing painted surfaces with specified primer and intermediate coats, sanded smooth and flush with adjoining surfaces.

3.7 DISPOSAL OF DEBRIS

A. Remove material, debris and rubbish resulting from work of this Section from the building and site as it accumulates. Keep all areas of work in “broom clean” condition as the work progresses.

B. At completion of renovation and remodeling work in each area, provide final cleaning and return space to a condition suitable for use by the Owner.

END OF SECTION 01 36 16

SECTION 01 43 39 - MOCKUPS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Room mockups.

1.02 DEFINITIONS

A. Room Mockups: Mockups of typical interior spaces complete with painted wall finishes.

1.03 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Meet with Owner, Architect and installers of major systems whose Work is included in room mockups.
2. Review locations and extent of mockups.
3. Review and finalize schedule for mockups, and verify availability of materials, personnel, equipment, and facilities needed to complete mockups and maintain schedule for the Work.

1.04 QUALITY ASSURANCE

A. Build mockups to do the following:

1. Verify selections made under Sample submittals.
2. Demonstrate aesthetic effects.
3. Demonstrate the qualities of products and workmanship.
4. Demonstrate acceptable coordination between components and systems.

B. Fabrication: Build mockups to show each finish required. Use materials and installation methods as required for the Work.

1. Build mockups in location indicated or, if not indicated, as directed by Architect.
2. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
5. Demolish and remove mockups when directed unless otherwise indicated.

C. Notifications:

1. Notify Architect seven days in advance of the dates and times when mockups will be constructed.

D. Approval: Obtain Architect's approval of mockups before starting fabrication or construction of corresponding Work.

1. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.05 COORDINATION

A. Coordinate schedule for construction of mockups, so construction, testing, and review of mockups do not impact Project schedule.

PART 2 - PRODUCTS

2.01 ROOM MOCKUPS

A. Build room mockups as indicated on Drawings to evaluate constructability, demonstrate the coordination of trades and sequencing of Work, and to demonstrate aesthetic requirements. Include each visible finish within room mockups.

B. Provide room mockups of the following rooms:

1. Classroom.

C. The Work of room mockups includes, but is not limited to, the following:

1. Doors and frames finish.
2. Gypsum board substrate preparation
3. Painting.
4. Finish at wall outlet devices.

PART 3 - EXECUTION – Not Used

END OF SECTION 01 43 39

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Temporary Utilities include, but are not limited to, the following:

1. Water service and distribution
2. Electric power service
3. Lighting
4. Telephone service
5. Sanitary Facilities, including toilets, and drinking-water facilities.
6. Heating and cooling facilities

C. Support facilities include, but are not limited to, the following:

1. Temporary signs.
2. Waste disposal facilities
3. Field Office
4. Storage sheds
5. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental Protection
2. Security enclosure and lockup
3. Barricades, warning sign, and lights
4. Temporary Enclosures
5. Fire Protection

E. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Division 01 Section "Execution Requirements" for progress cleaning requirements.

1.02 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

B. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges provided contractor is conservative and not found abusing service privilege. Provide connections and extensions of services as required for construction operations.

C. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. Sanitary Facilities: Contractor to provide and pay for temporary toilet facilities.

F. Telephone Services: Contractor to provide and pay for temporary phone service.

1.03 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.04 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.01 TEMPORARY FACILITIES

A. Storage Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

1. Store combustible materials apart from building.

B. Temporary Partitions: Install as necessary to contain dust and debris from affecting adjacent areas.

2.02 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

B. Self-Contained Toilet Units: Single occupant units of chemical. Aerated recirculation, or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
C. Drinking-Water Fixtures: Containerized, include paper cup supply
D. Electrical outlets: Properly configured, MEMA-polarized outlets to prevent insertion of 110-to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

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

3.02 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service.
1. Arrange with Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
B. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
C. Sanitary Facilities: Provide temporary toilets, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
1. Toilets: Provide self contained units. Use of Owner's existing toilet facilities will not be permitted.
2. Disposable Supplies: Provide toilet tissue, paper cups and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of waste materials.
D. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
1. Provide receptacle outlets adequate for connection of power tools and equipment.
2. Provide waterproof connectors to connect separate lengths of electrical power cord if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
3. Provide warning signs at power outlets other than 110 to 120 v.
4. Provide metal conduit, tubing, or metallic cable for wiring exposed to possible damage. Provide rigid steel conduits for wiring exposed on grades, floors, decks, or other traffic areas.
5. Provide metal conduit enclosures or boxes for wiring devices.
6. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125 –V ac, 20-A circuit for each outlet.
E. Lighting: Existing lighting system will remain in service.
F. Telephone Service:
1. Post a list of important telephone numbers in field office.
a. Police and fire departments.
b. Ambulance service.
c. Contractor's home office.
d. Architect's office.
e. Engineers' offices.
f. Owner's office.
g. Principal subcontractors' field and home offices.
2. Provide superintendent with cellular telephone to be kept on his person at all times.

3.03 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
1. Locate storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access and as approved by owner.
2. Provide incombustible construction for sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.
3. Maintain support facilities until near Substantial Completion. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.
B. Parking: Coordinate with Owner for construction personnel parking areas.
C. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Containerize and clearly label hazardous,

dangerous, or unsanitary waste materials separately from other waste. Comply with Division 01 Section "Execution Requirements" for progress cleaning requirements. Comply with local ordinances and regulations for waste disposal.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using harmful noise producing tools and equipment. Restrict the use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near project site.
   1. Comply with work restrictions specified in Division 01 Section "Summary of Work."

B. Temporary Fire Protection: Maintain temporary fire-protection facilities of types needed to protect against fire losses.
   1. Smoking is prohibited at all times on owner's property.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall first-aid and fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Store combustible materials in containers in fire-safe locations.
   5. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, and other access routes for firefighting.
   6. Provide fire extinguishers and locate where visible and accessible from space being served, with sign mounted above. Provide in addition to field office at least one extinguisher in each major area of construction which presents possible fire threat. Type shall be of NFPA recommended classes for exposures.

3.05 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor.
   2. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

D. Comply with all local codes, laws and ordinances.

END OF SECTION 01 50 00

SECTION 01 73 00 - EXECUTION

1 GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, construction layout, field engineering and surveying, installation of the Work, cutting and patching, coordination of Owner-installed products, progress cleaning, starting and adjusting, protection of installed construction, and correction of the Work.

B. Related Requirements:

1. Section 01 11 00, Summary of Work
2. Section 01 33 00, Submittal Procedures
3. Section 01 77 00, Closeout Procedures

1.2 REFERENCES

A. Use current editions unless noted otherwise.

B. National Fire Protection Association (NFPA)

1. NFPA 241, Standard for Safeguarding Construction, Alteration, and Demolition Operations

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work

B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.5 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.

1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

B. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

2 PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

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.

3 EXECUTION

3.1 EXAMINATION

A. Examination and Acceptance of Conditions: 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.

1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
1. Description of the Work
2. List of detrimental conditions, including substrates
3. List of unacceptable installation tolerances
4. 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 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.

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: Do not use tools or equipment that produce harmful 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 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. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.3 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching according to requirements in Section 01 11 00, Summary of Work.
1. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
2. Proceed with patching after construction operations requiring cutting are complete.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
    a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
    b. Restore damaged pipe covering to its original condition.
3. Floors and Walls: Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

G. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.4 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction personnel.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction personnel.
1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include Owner's construction personnel at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction personnel if portions of the Work depend on Owner's construction.

3.5 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° 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 assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 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. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

SECTION 01 74 19 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Disposing of nonhazardous construction waste.

1.02 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.03 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, 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. Burning: Do not burn waste materials.
C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 01 74 19

SECTION 01 77 00 - CLOSEOUT PROCEDURES

1 GENERAL

1.1 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. Final Cleaning
4. Repair of the Work

B. Related Requirements

1. Section 01 29 00, Payment Procedures
2. Section 01 78 23, Operation and Maintenance Data
3. Section 01 78 39, Project Record Documents
4. Section 01 79 00, Demonstration and Training

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion C. Certified List of Incomplete Items: Final submittal at Final Completion

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction B. Certificate of Insurance: For continuing coverage

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 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).

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. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, and similar final record information.
2. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. 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 where applicable.
    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.
4. 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 specified in Section 01 79 00, Demonstration and Training.
6. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
7. Complete final cleaning requirements, including touchup painting.
8. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection 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. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
   2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
   1. Submit a final Application for Payment according to Section 01 29 00, Payment Procedures. Architect will process final Certificate for Payment upon completion of all final completion procedures.
   2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), 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. Closeout Forms
      a. Submit two copies each of the forms included herein and listed below, bound in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ inch by 11 inch paper. Use only the enclosed forms. Forms retyped or altered in any way will not be accepted. Additional copies of the forms are available from the Architect.
         1) Contractor’s Affidavit of Payment of Debts and Claims – AIA G706 - 1994
         2) Contractor’s Affidavit of Release of Liens – AIA G706A - 1994 3) Consent of Surety to Final Payment – AIA G707 - 1994
   4) General Contractor Conditional Waiver and Release on Final Payment
   5) Subcontractor / Supplier Conditional Waiver and Release on Final Payment 6) General Contractor Warranty
   7) Subcontractor Warranty
   8) General Contractor Hazardous Material Certificate 9) Subcontractor/Supplier Asbestos Certificate
   10) Plumbing Subcontractor/Supplier Lead Certificate
   11) Mechanical Subcontractor/Supplier Refrigerants Certificate
   12) Electrical Subcontractor/Supplier PCB Certificate
   13) Certificate of TEA Compliance
      b. Insert additional forms required in other Sections.

c. Provide heavy paper dividers with plastic-covered tabs for each type of form. Mark tab to identify the form.
d. First sheet shall identify the Project, Owner, Architect, Architect's Consultants, and Contractor. Provide company name, address, telephone number and contact representative for each. Subsequent pages shall include the Table of Contents.
e. Identify each binder on the front and spine with the typed or printed title "CLOSEOUT FORMS," Project name, and name of Contractor.
f. Closeout Forms Electronic File: Scan Closeout Forms and assemble complete package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements.
1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Re-inspection Fees: Should re-inspection(s) in addition to the initial re-inspection be necessary due to Contractor's failure to have completed all Work as claimed, Owner will execute a change order reducing the Contract Sum by an amount equal to the cost of the extra services of the Architect and the Architect's consultants incurred as a result of the additional reinspection(s).

1.7 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, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
3. Submit list of incomplete items in the following formats:
a. MS Excel electronic file
b. PDF electronic file
c. Three paper copies

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, 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.
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 8½ inch 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.
4. Warranty Electronic File: Scan warranties and bonds and assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide bookmarked table of contents at beginning of document.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

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.

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 inspection 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. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    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, elevator 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 on inspection.
o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
p. Complete cleaning procedures and requirements required in other Sections.
q. 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 inspection 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 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.

CERTIFICATION OF PROJECT COMPLIANCE

Completion of this form is required under the provisions of §61.1036(c)(3)(F) TAC for all public school district construction projects. Instructions for completion of this form can be found on page 2.

1. PROJECT INFORMATION

DISTRICT:

Facility:

ARCHITECT/ENGINEER:

Address:

CONTRACTOR/CM:

City:

CONTRACT DATE:

DATE DISTRICT AUTHORIZED PROJECT:

BRIEF DESCRIPTION OF PROJECT:

This document is provided for reference only. The General Contractor is to execute Section 5 of the original, which is in the custody of the School District, upon Substantial Completion of the Project.

2. CERTIFICATION OF DESIGN AND CONSTRUCTION

The intent of this document is to assure that the school district has provided to the architect/engineer the required information and the architect/engineer has reviewed the School Facilities Standards as required by the State of Texas, and used his/her reasonable professional judgment and care in the architectural/engineering design and that the contractor has constructed the project in a quality manner in general conformance with the design requirements and that the school district certifies to project completion.

3. The District certifies that the educational program and the educational specifications of this facility along with the identified building code to be used have been provided to the architect/engineer.

DISTRICT: **BY:** **DATE:**

4. The Architect/Engineer certifies the above information was received from the school district, and that the building(s) were designed in accordance with the applicable building codes. Further, the facility has been designed to meet or exceed the design criteria relating to space (minimum square footage), educational adequacy, and construction quality as contained in the School Facilities Standards as adopted by the Commissioner of Education, June 9, 2003, and as provided by the district.

ARCHITECT/ENGINEER: **BY:** **DATE:**

5. The Contractor/CM certifies that this project has been constructed in general conformance with the construction documents as prepared by the architect/engineer listed above.

CONTRACTOR/CM: **BY:** **DATE:**

6. The District certifies completion of the project (as defined by the architect/engineer and contractor).

DISTRICT: **BY:** **DATE:**

END OF SECTION 01 77 00

SECTION 01 78 23 - OPERATION AND MAINTENANCE DATA

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Operation and maintenance documentation directory
   2. Operation manuals for systems, subsystems, and equipment
   3. Product maintenance manuals
   4. Systems and equipment maintenance manuals

B. Related Requirements
   1. Section 01 33 00, Submittal Procedures
   2. Section 01 77 00, Closeout Procedures
   3. Section 01 78 39, Project Record Documents
   4. Section 01 79 00, Demonstration and Training

1.2 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.

1.3 CLOSEOUT SUBMITTALS

A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed 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 operations and maintenance submittals are acceptable.
   2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.

B. Format: Submit operations and maintenance manuals in the following format:
   1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit on digital media acceptable to Architect.
      a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
      b. Enable inserted reviewer comments on draft submittals.
   2. Three paper copies. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves.

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.

2 PRODUCTS

2.1 REQUIREMENTS FOR OPERATION AND MAINTENANCE MANUALS

A. Organization: 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 Architect
   7. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals

8. 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. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file 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: Enable bookmarking of 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.

F. 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 binders, in thickness necessary to accommodate contents, sized to hold 8½ inch 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, 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.
   4. Supplementary Text: Prepared on 8½ inch by 11 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.

2.2 PRODUCT MAINTENANCE MANUALS

A. 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.

B. 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.

C. 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

D. 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

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
F. 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.

3 EXECUTION

3.1 MANUAL PREPARATION

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. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
    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.
C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, 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.
    1. 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.
D. 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 operation and maintenance manuals.
    2. Comply with requirements of newly prepared record Drawings in Section 01 78 39, Project Record Documents.
E. Comply with Section 01 77 00, Closeout Procedures, for schedule for submitting operation and maintenance documentation.

END OF SECTION 01 78 23

SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including Record Drawings and miscellaneous record submittals

B. Related Requirements:

1. Section 01 77 00, Closeout Procedures

1.2 CLOSEOUT SUBMITTALS

C. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of record Drawings as follows:
   a. Initial Submittal:
      1) Submit one set of plots.
      2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
   b. Final Submittal:
      1) Submit PDF electronic files of scanned record prints and one set of prints.
      2) Print each drawing, whether or not changes and additional information were recorded.

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.

2 PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: 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 archive 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 below first floor
   d. Locations and depths of underground utilities
   e. Revisions to routing of piping and conduits
   f. Revisions to electrical circuitry
   g. Actual equipment locations
   h. Duct size and routing
   i. Locations of concealed internal utilities
   j. Changes made by Change Order or Construction Change Directive
   k. Changes made following Architect's written orders
   l. Details not on the original Contract Drawings
   m. Field records for variable and concealed conditions
   n. 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. Format: Identify and date each record Drawing.
   1. Record Prints: Organize record prints and newly prepared record Drawings 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. Identification: As follows:
      a. Project name
      b. Date
      c. Designation "PROJECT RECORD DRAWINGS"
      d. Name of Architect
      e. Name of Contractor

2.2 MISCELLANEOUS RECORD SUBMITTALS

C. 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.

D. Format: Submit miscellaneous record submittals as scanned PDF electronic file(s) 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.

3 EXECUTION

3.1 RECORDING AND MAINTENANCE

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. Maintenance of Record Documents and Samples: Store record documents and Samples 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.

END OF SECTION 01 78 39

SECTION 01 79 00 - DEMONSTRATION AND TRAINING

1 GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment
   2. Training in operation and maintenance of systems, subsystems, and equipment
   3. Demonstration and training video recordings

B. Related Requirements
   1. Section 01 33 00, Submittal Procedures
   2. Section 01 77 00, Closeout Procedures
   3. Section 01 78 23, Operation and Maintenance Data
   4. Section 01 78 39, Project Record Documents

1.2 INFORMATIONAL SUBMITTALS

A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
   1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.

B. Attendance Record: For each training module, submit list of participants and length of instruction time.

1.3 CLOSEOUT SUBMITTALS

A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.
   1. Identification: On each copy, provide an applied label with the following information:
      a. Name of Project
      b. Name of Architect
      c. Name of Contractor
      d. Date of video recording
   2. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
   3. At completion of training, submit complete training manual(s) for Owner's use in PDF electronic file format on compact disc.

1.4 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.

B. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

2 PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.

B. Training Modules: Develop a teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
   1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
      a. System, subsystem, and equipment descriptions
   2. Documentation: Review the following items in detail:

a. Maintenance manuals
b. Project record documents
c. Identification systems
d. Warranties and bonds
e. Maintenance service agreements and similar continuing commitments

3. Maintenance: Include the following:
   a. Inspection procedures
   b. Types of cleaning agents to be used and methods of cleaning
   c. List of cleaning agents and methods of cleaning detrimental to product
   d. Procedures for routine cleaning
   e. Procedures for preventive maintenance
   f. Procedures for routine maintenance
   g. Instruction on use of special tools
4. Repairs: Include the following:
   a. Diagnosis instructions
   b. Repair instructions

3 EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 01 78 23, Operation and Maintenance Data.

B. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

B. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Architect, with at least seven days' advance notice.

C. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.

D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
   1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
   2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
   3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
   4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
      a. Name of Contractor/Installer
      b. Business address
      c. Business phone number
      d. Point of contact
      e. E-mail address

C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
   1. Film training session(s) in segments not to exceed 15 minutes.
      a. Produce segments to present a single significant piece of equipment per segment.
      b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.

c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.

D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
   1. Furnish additional portable lighting as required.

E. Narration: Describe scenes on video recording by audio narration by microphone while video recording is recorded or dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.

F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.

G. Pre-produced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 01 79 00

SECTION 06 20 23 - INTERIOR FINISH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes

1. Interior wall mounted chair rail with transparent finish.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Include elevations, sections and details and attachments to other work.

C. Samples for Verification: Finished wood samples with transparent finish.

1.03 QUALITY ASSURANCE

A. Surface-Burning Characteristics: As determined by testing identical products according to ASTM E 84 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.

1. Flame-Spread Index: 25 or less.

2. Smoke-Developed Index: 450 or less.

B. Manufacturer Qualifications: Firm experienced in successfully producing architectural woodwork similar to that indicated for this Project, with sufficient production capacity to produce required units without causing delay in the Work

C. Installer Qualifications: Arrange for installation of architectural woodwork by a firm that can demonstrate successful experience in installing architectural woodwork items similar in type and quality to those required for this project.

D. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork indicated for construction, finishes, installation, and other requirements.

1.5 REGULATORY REQUIREMENTS

A. Meet applicable requirements of the following organizations unless specific conflicting standards are referenced in this Section.

B. The Architectural Woodwork Institute (AWI)

1. Architectural Woodwork Quality Standards, Guide Specifications and Quality Certification Program, Sixth Edition (AWI Quality Standards); Premium Grade, unless indicated otherwise.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Protect woodwork during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.

B. Do not deliver woodwork until painting, wet work, grinding, and similar operations that could damage, soil, or deteriorate woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas whose environmental conditions meet specified requirements of 1.04..

C. Protect installed work of other trades.

D. Protect from moisture and warpage.

1.04 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install interior finish carpentry until spaces are enclosed and weathertight and temporary HVAC system is operating and maintaining ambient temperature and humidity conditions at occupancy levels during the remainder of the construction period.

1. Temperature range: 60 degrees F to 70degrees F.

2. Relative humidity: 40 to 60%

PART 2 - PRODUCTS

2.01 MATERIALS, GENERAL

A. Lumber: DOC PS 20 and the following grading rules:

1. NHLA: National Hardwood Lumber Association, "Rules for the Measurement and Inspection of Hardwood & Cypress."

2. SPIB: The Southern Pine Inspection Bureau, "Standard Grading Rules for Southern Pine Lumber."

3. WCLIB: West Coast Lumber Inspection Bureau, Standard No. 17, "Grading Rules for West Coast Lumber."

4. WWPA: Western Wood Products Association, "Western Lumber Grading Rules."

B. Factory mark each piece of lumber with grade stamp of inspection agency indicating grade, species, moisture content at time of surfacing, and mill.

1. For exposed lumber, mark grade stamp on end or back of each piece, or omit grade stamp and provide certificates of grade compliance issued by inspection agency.

K. Hardwood Lumber: FS MM-L-736; maximum moisture content 12% according to ASTM D4442 and ASTM D4444.

2.02 INTERIOR WOOD RAILING FOR TRANSPARENT FINISH

A. Architectural Woodwork Standards Grade: Premium.

B. Wood for Transparent Finish:

1. Species and cut:
    a. Chair rails: Red oak, plain sawn.

C. Dimensions and Profile: 1x6 as indicated in the Drawings to match existing.

D. Transparent Finish System: Complete water-based urethane system of compatible components that is recommended by finish manufacturer for application indicated as specified in Division 09 Section “Painting”.

1. VOC Content: When calculated according to 40 CFR 59, Subpart D (EPA Method 24), as follows:
    a. Finish Coats and Floor Sealers: Not more than 350 g/L.
    b. Stains: Not more than 250 g/L.
2. Stain: Penetrating and nonfading type.
    a. Color: As selected by Architect from manufacturer's full range.

E. Wood Filler: Compatible with finish system components and recommended by filler and finish manufacturers for use indicated. If required to match approved Samples, provide pigmented filler.

2.03 ACCESSORIES

A. Contact Adhesive: FS MMM-A-130; solvent release type

B. Nails: ASTM F547, size and type to suit application

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Prepare substrate by sanding high spots and filling low spots as needed to provide flat, even surface for panel installation.

3.3 INSTALLATION

B. Install interior wood chair rails level, plumb, true in line, and without distortion.
1. Shim as required with concealed shims.
2. Install level and plumb to a tolerance of 1/8 inch in 96 inches.

C. Scribe and cut interior wood chair rails to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.

D. Anchor chair rails to anchors or blocking built in or directly attached to substrates.
1. Secure with countersunk, concealed fasteners and blind nailing.
2. For shop-finished items, use filler matching finish of items being installed.

E. Chair Rails:
1. Install with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to greatest extent possible.
2. Do not use pieces less than 60 inches long, except where shorter single-length pieces are necessary.
3. Scarf running joints and stagger in adjacent and related members.
4. Install chair rails with no more variation from a straight line than 1/8 inch in 96 inches.

END OF SECTION 06 20 23

SECTION 06 64 00.1 - DECORATIVE FIBERGLASS REINFORCED WALL PANELS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: Prefinished polyester glass reinforced plastic sheets and adhered to existing gypsum wallboard.
   1. Aluminum trim.

B. Products Not Furnished or Installed under This Section:
   1. Gypsum substrate board.
   2. Resilient Base.

1.2 RELATED SECTIONS

A. Section 09 91 00 - Painting

B. Section 09 65 13 - Resilient Base

1.3 REFERENCES

A. American Society for Testing and Materials: Standard Specifications (ASTM)
   1. ASTM C 1629, Section 6.4 – Hard Body Impact, tested to level 3 compliance.
   2. ASTM C 1629, D 4977 – Surface Abrasion, tested to level 3 compliance.
   3. ASTM C 1629, D 5420 – Indentation, tested to level 3 compliance.
   4. ASTM D 2197 – Hoffman Scratch, tested to 10kg max load.
   5. ASTM D 3273 – Mold and Mildew Resistant
   6. ASTM G21/G22 – Fungal and Bacteria Resistant

1.4 SUBMITTALS

A. Product Data: Submit sufficient manufacturer's data to indicate compliance with these specifications, including:
   1. Preparation instructions and recommendations.
   2. Storage and handling requirements and recommendations.
   3. Installation methods.

B. Shop Drawings: Submit elevations of each wall showing location of paneling and trim members with respect to all discontinuities in the wall elevation.

C. Selection Samples: Submit sample of required color or pattern selected by architect.

D. Samples for Verification: Submit appropriate section of panel for each finish selected indicating the color / print and finish required.
   1. Submit complete with specified applied finish.
   2. Exposed Molding and Trim: Provide samples of each type, finish, and color.

1.5 QUALITY ASSURANCE

A. Conform to building code requirements for interior finish for smoke and flame spread requirements as tested in accordance with:
   1. ASTM E 84 (Method of test for surface burning characteristics of building Materials)
      a. Wall Required Rating – Class A .

B. Sanitary Standards: System components and finishes to comply with:
   1. United States Department of Agriculture (USDA) / Food Safety & Inspection Services (FSIS) requirements for food preparation facilities, incidental contact.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver materials factory packaged on strong pallets.

B. Store panels and trim lying flat, under cover and protected from the elements. Allow panels to acclimate to room temperature (range of 60 to 75°F) for 48 hours prior to installation.

1.7 PROJECT CONDITIONS

A. Environmental Limitations: Buildings are to be fully enclosed prior to installation with sufficient heat (70°) and ventilation consistent with good working conditions for finish work

B. During installation and for not less than 48 hours before, maintain an ambient temperature and relative humidity within limits required by type of adhesive used and recommendation of adhesive manufacturer.
   1. Provide ventilation to disperse fumes during application of adhesive as recommended by the adhesive manufacturer.

1.8 WARRANTY

A. Furnish three-year guarantee against defects in material and workmanship.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

A. FRP Wall Panels (WP-1) Basis-of-Design: Marlite Artizan™ Max Digitally Printed FRP manufactured by Marlite, www.marlite.com.

2.2 PANELS

A. Fiberglass reinforced thermosetting polyester resin panel sheets complying with ASTM D 5319.
   1. Finishing:
      a. Digital printing resolution up to 1,000 dots per square inch (DPI) and 8 picolitre dot size with aluminum-oxide and ceramic roll-applied topcoat using controlled, low-temperature inline curing. Coatings are water-based UV cured, and ink is free of VOC.
   2. Dimensions:
      a. Thickness – 0.090" nominal
      b. As indicated on drawings
   3. Tolerance:
      a. Length and Width: +/-1/8".
      b. Marlite's Artizan™ Max FRP panels are factory precision square-cut on all four sides and not to exceed 1/8 " for 8 foot panels
   4. Testing Properties:
      a. Standards as listed in Paragraph 1.3.A.

B. Finishes and Graphical Design:
   1. Artizan™ Max FRP digital printing standard Collections.
      a. Finish and Color: See Drawings Finish Schedule.

C. Surface Finish:
   1. Smooth Surface.

D. Fire Rating:
   1. Class A Fire Rating.

2.3 MOLDINGS

A. Division Molding:
   1. Marlite's Artizan™ Max FRP panels are factory precision square-cut on all four sides. Division molding is not needed unless specifically required by the architect.

B. Inside, Outside, and Edge Molding:
   1. Aluminum Anodized Trim: Heavy weight extruded aluminum 6063-T5 alloy prefinished at the factory.
      a. Color: manufacturer's standard Brite Satin Anodized.

C. Corner Guard:
   1. F 560SS #4 Brushed Satin Stainless Corner Guard

2.4 ACCESSORIES

A. Adhesives Available Required by Substrate:
   1. Titebond® Advanced Polymer Panel Adhesive – VOC compliant, non-flammable, environmentally safe adhesive, for use over non-porous surfaces..

B. Sealant:
   1. Marlite Brand - Color Match Sealant.

PART 3 - EXECUTION

3.1 PREPARATION

A. Examine areas and conditions, with Installer present, to ensure compliance that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.
   1. Verify that stud spacing does not exceed 24" on-center.
   2. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's recommended procedures and installation sequence.

B. Cut sheets to meet supports allowing 1/8" clearance for every 8 feet of panel.
   1. Cut and drill with carbide tipped saw blades or drill bits or cut with shears.

C. Apply panels to board substrate, above base, vertically oriented with seams plumb and pattern aligned with adjoining panels.
   1. Install panels with manufacturers' recommended gap for panel field and corner joints.
      a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.

D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.
   1. All moldings must provide for a minimum 1/8" of panel expansion at joints and edges, to ensure proper installation.
   2. For high moisture applications, apply sealant to all moldings, channels and joints between the system and different materials to ensure watertight installation.

3.3 CLEANING

A. Remove excess adhesive and sealant from panels and molding immediately. Wipe panel down using a damp cloth and mild soap solution or cleaner.

B. Refer to manufacturer's specific cleaning recommendations Do not use abrasive cleaners.

END OF SECTION 06 64 00.1

`SECTION 09 65 13 - RESILIENT BASE AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Resilient base.

1.02 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of product indicated.

C. Samples for Verification: For each type of product indicated, in manufacturer's standard-size Samples but not less than 12 inches long, of each resilient product color, texture, and pattern required.

1.03 QUALITY ASSURANCE

A. Fire-Test-Response Characteristics: As determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.

1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

1.05 PROJECT CONDITIONS

A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 90 deg F, in spaces to receive resilient products during the following time periods:

1. 48 hours before installation.
2. During installation.
3. 48 hours after installation.

B. Until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 deg F or more than 90 deg F.

C. Install resilient products after other finishing operations, including painting, have been completed.

1.06 EXTRA MATERIALS

A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.

1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

PART 2 - PRODUCTS

2.01 RESILIENT BASE

A. Thermoset-Rubber Base:

1. Manufacturers: Subject to compliance with requirements, provide products by Roppe Corporation, or one of the following:
   a. Burke Mercer Flooring Products; Division of Burke Industries, Inc.
   b. Nora Rubber Flooring; Freudenberg Building Systems, Inc
2. Rubber Base:
   a. Roppe: Pinnacle, Color as indicated on Drawings.

B. Resilient Base Standard: ASTM F 1861.

1. Material Requirement: Type TS (rubber, vulcanized thermoset).
2. Manufacturing Method: Group I (solid, homogeneous).
3. Style and Location:
   a. Cove (base with toe) at resilient floors;

C. Minimum Thickness: 0.125 inch.

D. Height: 4 inches, or as indicated on Drawings.

E. Lengths: Coils in manufacturer's standard length.

F. Outside Corners: Preformed.

G. Inside Corners: Job formed.

H. Finish: As selected by Architect from manufacturer's full range.

I. Colors and Patterns: As indicated by manufacturer's designations.

2.02 INSTALLATION MATERIALS

A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by manufacturer for applications indicated.

B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.

B. Concrete Substrates for Resilient Stair Treads and Accessories: Prepare according to ASTM F 710.

1. Verify that substrates are dry and free of curing compounds, sealers, and hardeners.
2. Remove substrate coatings and other substances that are incompatible with adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
3. Alkalinity and Adhesion Testing: Perform tests recommended by manufacturer.
4. Moisture Testing: Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound and remove bumps and ridges to produce a uniform and smooth substrate.

D. Do not install resilient products until they are same temperature as the space where they are to be installed.

1. Move resilient products and installation materials into spaces where they will be installed at least 48 hours in advance of installation.

E. Sweep and vacuum clean substrates to be covered by resilient products immediately before installation.

3.03 RESILIENT BASE INSTALLATION

A. Comply with manufacturer's written instructions for installing resilient base.

B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.

C. Install resilient base in lengths as long as practicable without gaps at seams and with tops of adjacent pieces aligned.

D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.

E. Do not stretch resilient base during installation.

F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.

G. Preformed Corners: Install preformed corners before installing straight pieces.

H. Job-Formed Corners:

1. Inside Corners: Use straight pieces of maximum lengths possible.

3.04 CLEANING AND PROTECTION

A. Comply with manufacturer's written instructions for cleaning and protection of resilient products.

B. Perform the following operations immediately after completing resilient product installation:

1. Remove adhesive and other blemishes from exposed surfaces.
2. Sweep and vacuum surfaces thoroughly.
3. Damp-mop surfaces to remove marks and soil.

C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

D. Cover resilient products until Substantial Completion.

END OF SECTION 09 65 13

SECTION 09 91 00 - PAINTING

PART 1 - GENERAL

1.01 SUMMARY

A. Section includes:

1. All labor, materials, tools and other equipment, services and supervision required to complete all interior repainting work as indicated on Finish Schedules and to the full extent of the drawings and specifications.
2. Work under this Contract shall also include, but not necessarily be limited to:
   a. Moisture testing of substrates.
   b. Surface preparation of substrates as required for acceptance of paint, including cleaning, small crack repair, patching, caulking, and making good surfaces acceptable for repainting.
   c. Specific pre-treatments noted herein.
   d. Sealing/priming surfaces for repainting..
   e. Provision of safe and adequate ventilation as required over and above temporary ventilation supplied by others, where toxic and/or volatile/flammable materials are being used.
3. Refer to drawings and schedules (e.g., Finish Schedule) for type, location and extent of interior repainting required, and include all touch-ups necessary to complete work shown, scheduled or specified.

B. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1. Prefinished items include the following factory-finished components:
   a. Finished mechanical and electrical equipment.
   b. Light fixtures.
   c. Prefinished metals as indicated on the drawings. (Factory Primed or Galvanized finishes do not constitute a prefinished metal.)
2. Concealed surfaces include walls or ceilings in the following generally inaccessible spaces:
   a. Ceiling plenums.
3. Finished metal surfaces include the following:
   a. Anodized aluminum.
   b. Stainless steel.
   c. Prefinished (factory color coated finish) over galvanized steel.
   d. Copper and copper alloys.
   e. Bronze and brass.
4. Operating parts include moving parts of operating equipment and the following:
   a. Valve and damper operators.
   b. Linkages.
   c. Sensing devices.
   d. Motor and fan shafts.
5. Labels: Do not paint over UL, FMG, or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.

C. Related Sections include the following:

1. Division 01 Section "Summary" for work restrictions, scheduling the work and access to work areas.

D. Division 01 Section "Tempoary Facilities and Controls" for provisions to provide during the course of the work.

1.02 DEFINITIONS

A. General: Standard coating terms defined in ASTM D 16 apply to this Section.

1. Flat refers to a lusterless or matte finish with a gloss range below 15 when measured at an 85-degree meter.
2. Eggshell refers to low-sheen finish with a gloss range between 10 and 25 when measured at a 60-degree meter.
3. Semigloss refers to medium-sheen finish with a gloss range between 35 and 70 when measured at a 60-degree meter.
4. Full gloss refers to high-sheen finish with a gloss range between 70 and 85 when measured at a 60-degree meter.

1.03 SUBMITTALS

A. Product Data: For each paint system indicated. Include block fillers and primers.

1. Material List: An inclusive list of required coating materials. Indicate each material and cross-reference specific coating, finish system, and application. Identify each material by manufacturer's catalog number and general classification.
2. Manufacturer's Information: Manufacturer's technical information, including label analysis and instructions for handling, storing, and applying each coating material.

B. Field Samples for Verification: For each color and material to be applied, with texture to match actual conditions.

1. Provide stepped Samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing Samples for review. Continue field samples until required sheen, color, and texture are achieved.
2. Provide a list of materials and applications for each coat of each Sample. Label each Sample for location and application.
3. Submit samples on actual substrates for review of color and texture only if requested by Architect.

C. Qualification Data: For Applicator.

1.04 QUALITY ASSURANCE

A. Applicator Qualifications: A firm or individual experienced in applying paints and coatings similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance.

B. Source Limitations: Obtain block fillers and primers for each coating system from the same manufacturer as the finish coats.

C. Mock-Ups: Prepare and repaint a designated interior room or designated surface to requirements specified herein, with specified paint or coating showing selected colors, gloss/sheen, texture and workmanship for review and approval. When approved, designated room or surface shall become acceptable standard of finish quality and workmanship for similar on-site repainting work.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label and the following information:
1. Product name or title of material.
2. Product description (generic classification or binder type).
3. Manufacturer's stock number and date of manufacture.
4. Contents by volume, for pigment and vehicle constituents.
5. Thinning instructions.
6. Application instructions.
7. Color name and number.
8. VOC content.

B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling , mixing and application.

1.06 PROJECT CONDITIONS

A. Unless specifically pre-approved by Architect and the applied product manufacturer, perform no interior repainting work when interior ambient air and substrate temperatures and humidity level exceeds manufacturer's stated limits.

B. Perform no interior repainting work unless adequate continuous ventilation and sufficient heating facilities are in place to maintain minimum ambient air and substrate temperatures for 24 hours before, during and after paint application. Provide supplemental ventilating and heating equipment if ventilation and heating from existing system is inadequate to meet minimum requirements. Because of moisture generation and potential fire hazard, the use of gas fired heating units is not advised, unless otherwise approved by the Owner-/-Consultant and authorities having jurisdiction.

C. Test suspect surfaces (concrete, masonry, plaster and wood surfaces) for moisture and alkalinity as required. Conduct all moisture tests using a properly calibrated electronic Moisture Meter, except test concrete floors for moisture using a simple "cover patch test". The maximum moisture shall not exceed:
1. 15% for wood.
2. 12 % for plaster and gypsum board.

D. Perform no repainting work unless a minimum lighting level of (50-foot candles) is provided on surfaces to be repainted. Adequate temporary lighting facilities shall be provided if existing lighting is insufficient.

E. Apply paint only to dry, clean, and adequately prepared surfaces in areas where dust is no longer generated by construction activities such that airborne particles will not affect the quality of finished surfaces.

1.07 EXTRA MATERIALS

A. Furnish extra paint materials from the same production run as the materials applied and in the quantities described below. Package with protective covering for storage and identify with labels describing contents and mix formula. Deliver extra materials to Owner.
1. Quantity: Furnish Owner with extra paint materials in quantities indicated below:
a. Provide one gallon of each color, type and texture applied on the project.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. Products: Subject to compliance with requirements, provide products listed in the paint schedule from one of the following manufactures.
B. Manufacturers:
    1. Sherwin-Williams Co.

2.02 PAINT MATERIALS, GENERAL

A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.

2.03 DRYWALL REPAIR MATERIALS

A. General: Comply with ASTM C475/C475M.
B. Joint Tape:
    1. Interior Gypsum Board: Paper.
C. Joint Compound for Interior Gypsum Board: For each coat, use formulation that is compatible with other compounds applied on previous or for successive coats.
    1. Prefilling: At open joints and damaged surface areas, use setting-type taping compound.
    2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use drying-type, all-purpose compound.
        a. Use setting-type compound for installing paper-faced metal trim accessories.
    3. Fill Coat: For second coat, use drying-type, all-purpose compound.
    4. Finish Coat: For third coat, use drying-type, all-purpose compound.
D. Interior Trim: ASTM C1047.
    1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
    2. Shapes:
        a. Cornerbead.
        b. Bullnose bead.
        c. LC-Bead: J-shaped; exposed long flange receives joint compound.
        d. L-Bead: L-shaped; exposed long flange receives joint compound.
        e. Control joint.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Examine substrates, areas, and conditions for compliance with requirements for paint application.
    1. Proceed with paint application only after unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
B. Coordination of Work: Provide primers to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.

3.02 PREPARATION

A. General: Remove cover plates for electrical outlets, data outlets and light switches., machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of size or weight of the item, provide surface-applied protection before surface preparation and painting.
    1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
B. Cleaning: Before applying paint or other surface treatments, clean substrates of substances that could impair bond of the various coatings. Remove oil and grease before cleaning.
    1. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
C. Surface Preparation: Clean and prepare surfaces to be repainted according to manufacturer's written instructions for each particular substrate condition and as specified.
    1. Clean new or previously painted substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants. Patch and repair existing surfaces prior to painting.
    2. Provide barrier coats over incompatible primers or remove and reprime.
    3. Cementitious Materials: Prepare concrete, concrete unit masonry, cement plaster, and mineral-fiber-reinforced cement panel surfaces to be repainted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents.

Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.

a. Use abrasive blast-cleaning methods if recommended by paint manufacturer.
b. Determine alkalinity and moisture content of surfaces by performing appropriate tests. If surfaces are sufficiently alkaline to cause the finish paint to blister and burn, correct this condition before application. Do not paint surfaces if moisture content exceeds that permitted in manufacturer's written instructions.

4. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
   a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
   b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
   c. If transparent finish is required, backprime with spar varnish.
5. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with Steel Structure Painting Council's (SSPC) recommendations.
   a. Blast steel surfaces clean as recommended by paint system manufacturer and according to SSPC-SP 10.
   b. Treat bare and sandblasted or pickled clean metal with a metal treatment wash coat before priming.
   c. Touch up bare areas and shop-applied prime coats that have been damaged. Wire-brush, clean with solvents recommended by paint manufacturer, and touch up with same primer as the shop coat.
6. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum-based solvents so surface is free of oil and surface contaminants. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
7. Gypsum Board Surfaces: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
   a. Prefill open joints, rounded or beveled edges, and damaged surface areas.
   b. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
   c. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C840:
      1) Level 4: At panel surfaces that will be exposed to view.
   d. Interior Trim: Install in the following locations:
      1) Cornerbead: Use at outside corners.
      2) LC-Bead: Use at exposed panel edges.
      3) L-Bead: Use where indicated.
      4) Control Joints: Install at surfaces indicated in the Drawings.
8. Vinyl Wall Covering: Repair existing seams as indicated on the Drawings.

D. Material Preparation: Mix and prepare paint materials according to manufacturer's written instructions.
   1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
   2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
   3. Use only thinners approved by paint manufacturer and only within recommended limits.

3.03 APPLICATION

A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
   1. Paint colors, surface treatments, and finishes are indicated in the paint schedules.
   2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
   3. Provide finish coats that are compatible with primers used.
   4. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, convector covers, covers for finned-tube radiation, and similar components are in place. Extend coatings in these areas, as required, to maintain system integrity and provide desired protection.
   5. Repaint surfaces behind movable equipment and furniture the same as similar exposed surfaces.

B. Scheduling Repainting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

1. The number of coats and film thickness required are the same regardless of application method. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
2. Omit primer over metal surfaces that have been previously painted.
3. If undercoats or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure that edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
4. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure, and until application of another coat of paint does not cause undercoat to lift or lose adhesion.

C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
1. Brushes: Use brushes best suited for type of material applied. Use brush of appropriate size for surface or item being painted.
2. Rollers: Use rollers of carpet, velvet-back, or high-pile sheep's wool as recommended by manufacturer for material and texture required.
3. Spray Equipment: Use airless spray equipment with orifice size as recommended by manufacturer for material and texture required. Confirm use of spray equipment is acceptable to Owner.

D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate to achieve dry film thickness indicated. Provide total dry film thickness of the entire system as recommended by manufacturer.

E. Electrical items to be painted include, but are not limited to, the following:
1. Paint exposed conduit and electrical equipment occurring in finished areas. Color and texture to match adjacent surfaces.
2. Paint faces and edges of plywood backboards for electrical equipment before installing backboards and mounting equipment on them.

F. Repaired gypsum board walls shall receive a medium rolled on finish texture that matches existing adjacent wall surface.
1. At textured walls, texture is to be continuous to edge of door and window frames and all corners.

G. All finishes that have been touched-up and do not blend without visible evidence will require repainting of the entire wall or surface.

H. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated previously.. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

I. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

J. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
1. Provide satin finish for final coats.

K. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

L. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not complying with requirements.

3.04 CLEANING

A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping without scratching or damaging adjacent finished surfaces.

3.05 PROTECTION

A. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.

B. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
1. Touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.06 PAINT SCHEDULE

A. The following specifications for materials and finishes are not intended to mention every particular item which will receive painter’s finish but is intended to establish type and quality of finish which will be required on various

materials.

B. Paint brand (Sherwin Williams) and types listed below are for indication of quality of material required. Substitutions of equal products by one of the listed manufacturers may be made.

C. Selected colors for painted surfaces are indicated on the Drawings.

D. Apply the following finishes to the designated areas. Paint products and numbers indicated are for Sherwin Williams Paint unless indicated otherwise. (NOTE: All finish types may not be required in this project).

INTERIOR PAINT SYSTEMS	DRY MIL THICKNESS
1. System Type 1 - CMU	
1st Coat: Extreme Bond Interior-Exterior Urethane modified acrylic, B51W01150	---
2nd Coat: SuperPaint Interior Acrylic Latex, Satin	1.5
3rd Coat: Same as 2nd Coat	1.5
2. System Type 2 – Gypsum Board	
1st Coat: SuperPaint Interior Acrylic Latex, Satin	1.5
2nd Coat: Same as 2nd Coat	1.5
3. System Type 3 - Metal Doors and Frames (Ferrous)	
1st Coat: Pro Industrial Water Based Alkyd Urethane, Semi-Gloss, B53-1150 Series	1.4 -1.7
2nd Coat: Same as 1st Coat	1.4 -1.7
4. System Type 4 - Wood Doors, Trim & Woodwork (Opaque Finish)	
1st Coat: Pro Industrial Water Based Alkyd Urethane, Semi-Gloss, B53-1150 Series	1.4 -1.7
2nd Coat: Same as 2nd Coat	1.4 -1.7
5. System Type 5 – Vinyl Wall Covering	
1st Coat: Extreme Bond Interior-Exterior Urethane modified acrylic, B51W01150	1.0
2nd Coat: SuperPaint Interior Acrylic Latex, Satin	1.5
3rd Coat: Same as 2nd Coat	1.5

END OF SECTION 09 91 00

SECTION 10 26 00 - WALL PROTECTION

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Wall guards.
   2. Corner guards.
   3. Abuse-resistant wall coverings.

B. Related Requirements:
   1. Section 06 40 23 "Interior Architectural Woodwork for solid-wood chair rails.

1.02 ACTION SUBMITTALS

A. Product Data: For each type of product.
   1. Include construction details, material descriptions, impact strength, dimensions of individual components and profiles, and finishes.

B. Shop Drawings: For each type of wall protection showing locations and extent.
   1. Include plans, elevations, sections, and attachment details.

C. Samples for Initial Selection: For each type of impact-resistant wall-protection unit indicated, in each color and texture specified.
   1. Include Samples of accent strips and accessories to verify color selection.

D. Samples for Verification: For each type of exposed finish on the following products, prepared on Samples of size indicated below:
   1. Corner Guards: **12 inches** long. Include example top caps.
   2. Abuse-Resistant Wall Covering: **6 by 6 inches** square.

1.03 INFORMATIONAL SUBMITTALS

A. Product Certificates: For each type of handrail.

B. Material Certificates: For each type of exposed plastic material.

C. Sample Warranty: For special warranty.

1.04 CLOSEOUT SUBMITTALS

A. Maintenance Data: For each type of wall and door protection product to include in maintenance manuals.
   1. Include recommended methods and frequency of maintenance for maintaining best condition of plastic covers under anticipated traffic and use conditions. Include precautions against using cleaning materials and methods that may be detrimental to finishes and performance.

1.05 QUALITY ASSURANCE

1.06 WARRANTY

A. Special Warranty: Manufacturer agrees to repair or replace components of wall- and door-protection units that fail in materials or workmanship within specified warranty period.
   1. Failures include, but are not limited to, the following:
      a. Structural failures including detachment of components from each other or from the substrates, delamination, and permanent deformation beyond normal use.
      b. Deterioration of metals, metal finishes, plastics, and other materials beyond normal use.
   2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

A. Surface Burning Characteristics: Comply with ASTM E84 or UL 723; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
   1. Flame-Spread Index: 25 or less.
   2. Smoke-Developed Index: 450 or less.

2.02 WALL GUARDS (WP-1)

A. Rub Strip : Continuous strip, consisting of minimum 0.060-inch- thick, semirigid, plastic sheet wall-covering material.

B. Basis of Design Product: Construction Specialties, Inc. 4000 Models RS-60N
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Construction Specialties, Inc.
      b. inpro Corporation
      c. Koroseal Interior Products, LLC
   2. Height: 12 inches nominal.
   3. Color and Texture: As selected by Architect from manufacturer's full range.
   4. Mounting: Surface mounted with adhesive.

2.03 CORNER GUARDS (CG-1)

A. Basis of Design product: Construction Specialties, Inc. TF Series Acrovyn Corner Guards.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Inpro Corporation
      b. WallGuard.com
   2. Wing Size: Nominal 2-1/2 by 2-1/2 inches.
   3. Mounting: Adhesive.
   4. Color and Texture: As selected by Architect from manufacturer's full range.

2.04 ABUSE-RESISTANT WALL COVERINGS (WT-1)

A. Abuse-Resistant Sheet Wall Covering: Fabricated from semirigid, plastic sheet wall-covering material.
B. Basis of Design product: Construction Specialties, Inc. Acrovyn 4000 rigid sheet with surface mounted trim.
   1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
      a. Inpro Corporation
      b. Koroseal Interior Products, LLC
   2. Size: As indicated.
   3. Sheet Thickness: 0.060 inch.
   4. Color and Texture: As selected by Architect from manufacturer's full range.
   5. Height: Wainscot.
   6. Trim and Joint Moldings: Extruded rigid plastic that matches wall-covering color.
   7. Mounting: Adhesive.

2.05 MATERIALS

A. Plastic Materials: Chemical- and stain-resistant, high-impact-resistant plastic with integral color throughout; extruded and sheet material as required, thickness as indicated.
B. Polycarbonate Plastic Sheet: ASTM D6098, S-PC01, Class 1 or Class 2, abrasion resistant; with a minimum impact-resistance rating of **15 ft.-lbf/in.** of notch when tested according to ASTM D256, Test Method A.
C. Fasteners: Aluminum, nonmagnetic stainless-steel, or other noncorrosive metal screws, bolts, and other fasteners compatible with items being fastened. Use security-type fasteners where exposed to view.
D. Adhesive: As recommended by protection product manufacturer.
   1. Adhesives shall have a VOC content of 70 g/L or less.

2.06 FABRICATION

A. Fabricate wall and door protection according to requirements indicated for design, performance, dimensions, and member sizes, including thicknesses of components.
B. Factory Assembly: Assemble components in factory to greatest extent possible to minimize field assembly. Disassemble only as necessary for shipping and handling.
C. Quality: Fabricate components with uniformly tight seams and joints and with exposed edges rolled. Provide surfaces free of wrinkles, chips, dents, uneven coloration, and other imperfections. Fabricate members and fittings to produce flush, smooth, and rigid hairline joints.

2.07 FINISHES

A. Protect finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Installation Quality: Install wall and door protection according to manufacturer's written instructions, level, plumb, and true to line without distortions. Do not use materials with chips, cracks, voids, stains, or other defects that might be visible in the finished Work.
B. Mounting Heights: Install wall protection in locations and at mounting heights indicated on Drawings.
C. Accessories: Provide splices, mounting hardware, anchors, trim, joint moldings, and other accessories required for a complete installation.
   1. Provide anchoring devices and suitable locations to withstand imposed loads.
   2. Where splices occur in horizontal runs of more than **20 feet**, splice aluminum retainers and plastic covers at different locations along the run, but no closer than **12 inches** apart.
D. Abuse-Resistant Wall Covering: Install top and edge moldings, corners, and divider bars as required for a complete installation.

END OF SECTION 10 26 00