SECTION 00 00 30 – ADVERTISEMENT FOR BIDS

SUBCONTRACTOR PACKAGES for: D25 Highland High School Rebuild Project – Bid Release #1

Pocatello, Idaho

Bid Packages shall consist of multiple individual trade scope packages that will be a subcontract to Bateman-Hall. Pocatello/Chubbuck SD#25 has retained Bateman-Hall as a CM/GC, to coordinate the management of the Highland High School Rebuild project.

Each Subcontractor will be required to cooperate and coordinate with the CM/GC and all other subcontractors to perform their work in accordance with a Master Project Schedule developed, updated, and maintained by the CM/GC. <u>Each Subcontractor will be required to provide specified scheduling information necessary to maintain the Master Project Schedule and to meet the milestone completion dates as identified on the Bid Form and in each Subcontractor Contract.</u>

PROJECT SCOPE: Bid Release #1 shall include bid packages for the **electrical** rerouting of existing power: **plumbing** gas line rerouting; and for the **asbestos abatement** from the remaining D-Wing; and the **demolition** of the remaining D-Wing including minor **pad preparation** for future building area.

All work shall be performed in accordance with Contract Documents, Plans, Specifications, Department of Public Works Standards, The International Building Code, Local Code Requirements and as directed by Pocatello/Chubbuck SD#25.

BID PACKAGES Will be as per BID PACKAGE INDEX (Spec Section 000031).

Complete Bidding Documents will be available beginning **July 24, 2024**. Plans (on a USB) will be made available at no cost from Bateman-Hall, Inc. by request at 208-523-2681. Plans can be purchased from Bonneville Blueprint in Idaho Falls.

Plans can also be viewed or **downloaded** on <u>smartbidnet.com</u>. If you do not have a username and password, please send a request by email to bids@bateman-hall.com. Please include the following: Company Name, Contact Person, Phone Number, Fax or E-mail, Company Scope of Work, and States the company works in.

PRE-BID CONFERENCE: Will be held at **4:15 PM on August 6, 2024** at the main entrance of the high school located of 1800 Bench Rd, Pocatello, ID 83201. Attendance is highly recommended.

COMMUNICATION: All communication is to be through Bateman-Hall, Inc. **Requests for clarification or interpretation of the Bidding Documents must be in writing and received no later than August 12, 2024, at 3:00 PM.** Questions received after the above-noted deadline may be answered at the discretion of the CM/GC.

Revisions, additions, and deletions will be made by written **addenda** issued by the CM/GC. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. **Questions may be e-mailed to:**

farrell.hunt@bateman-hall.com Ph: 208-523-2681

BID DATE: All bids are to be submitted by **THURSDAY**, **AUGUST 15**, **2024**. **BID TIME**: BIDS WILL NOT BE ACCEPTED AFTER **2:00 PM** (Mountain Time Zone)

All bids are submitted in a <u>sealed and labeled envelope</u>. Each sealed envelope should be labeled with the following: **Company's Name, Address, Bid Package Name and Number**.

Bids received at:	Bateman-Hall's Office	or	Pocatello/Chubbuck SD 25
	1405 Foote Drive		3115 Pole Line Rd
	Idaho Falls, ID 83402		Pocatello, ID 83201

EMAILED BIDS WILL BE ACCEPTED on the Bid Form for the same date and time at: **bids@bateman-hall.com**

Public bid opening will be held at 3:00 PM (MST) on Thursday, August 15 at the Pocatello/ Chubbuck School District Office at the address above.

This Public Works project **is not** financed in whole or in part by federal funds.

Subcontractors shall be licensed in the State of Idaho in accordance with the provisions of the Idaho Public Works Contractors' State License Law.

The Owner reserves the right to accept or reject any and all proposals with or without cause, for any reason determined in its sole subjective determination to be in its best interest and to waive any informality in bidding.

Pocatello/Chubbuck SD#25 will determine whether to award the Contract within a period not to exceed forty-five (45) days from Bid Opening Date and will notify the Bidders of the determination. All Bidders are expected to honor their proposals for the 45-day review period.

Bid bonds will not be required for subcontractors to bid.

-END OF ADVERTISEMENT FOR BIDS-



2

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SYMBOL	DESCRIPTION	<u>SYMBOL</u>	DESCRIPTION
1	REMOVE BUILDING STRUCTURE, FOUNDATION, AND SYSTEMS IN THEIR ENTIRETY. SEE UTILITY DEMOLITION FOR ADDITIONAL INFORMATION. COORDINATE WITH OWNER FOR SALVAGE OF ANY REMAINING DOORS WINDOWS OR SYSTEMS	11	DEMOLISH UP TO EXISTING SIDEWALK. PROVIDE SAFETY BARRIER FENCE BETWEEN DEMOLITION ZONE AND WALK TO MAINTAIN EXISTING FUNCTION
2	REMOVE CONCRETE SLAB, FOUNDATION AND BASEMENT STRUCTURE IN	12	ZONE OF BASEMENT STRUCTURE TO BE EXCAVATED AND DEMOLISHED (APPROXIMATELY 152' X 50', 12' DEEP \pm)
3	PRESERVE EXISTING TEMPORARY BRACING FOR EXISTING WALL (8	13	PROTECT EXISTING UNDERGROUND ELECTRICAL VAULT DURING CONSTRUCTION
_	TOTAL). SAWCUT CONCRETE 6' MINIMUM FROM BRACES.	14	TEMPORARY CONSTRUCTION FENCE
[4]	PRESERVE AND PROTECT EXISTING SWITCH ELECTRICAL ROOM (APPROX. 13'X21') CLEANLY SAWCUT AND SEPARATE FROM THE DEMO'D PORTION OF THE EXISTING BUILDING. PROVIDE NEW BLOCKING AT	15	PROVIDE PLYWOOD WALK TO REMAINING SIDEWALK FOR MAINTENANCE OF EMERGENCY EXITING
	EXPOSED STRUCTURE. COVER ENTIRE SECTION TO REMAIN WITH TEMPORARY SELF ADHERED ROOFING MEMBRANE 40 MIL MINIMUM. COMPLETELY SEAL ALL OPENINGS AGAINST MOISTURE PENETRATION.	16	SEAL TIGHT ALL EXPOSED STRUCTURE WITH DURABLE WATERPROOF MEMBRANE 40 MIL MINIMUM.
	ELECTRICAL ROOM ENLARGEMENT PLAN.	17	APPROXIMATE LOCATION OF EXISTING SEWER SERVICE. FIELD VERIFY
5	PROTECT EXISTING STORM LINE AND CATCH BASINS		LOCATION AND DISCONNECT AT NEAREST JOINT OUTSIDE BUILDING. PROVIDE SEWER PLUG AT EXISTING PIPE. PLACE MARKER TO SURFACE TO PRESERVE LOCATION OF PLUG.
6	PROTECT EXISTING UNDERGROUND POWERLINES (APPROXIMATE LOCATION SHOWN). CAREFULLY REMOVE CONCRETE SLAB ABOVE	18	REMOVE EXISTING ASPHALT INSIDE PERIMETER TO FENCE
	LINES. CONTRACTOR TO VERIFY EXISTING LOCATION AND PROTECT AS REQUIRED DURING DEMOLITION. SEE ELECTRICAL DEMOLITION PLAN	19	REMOVE EXISTING BUILDING
	FOR ADDITIONAL INFORMATION.	20	GAS METER - SEE MECHANICAL FOR ADDITIONAL INFORMATION
7	REMOVE EXISTING SIDEWALK SYSTEM	[21]	
8	REMOVE EXISTING STOCK STORAGE WALLS, SLAB, ETC.		ATTIC SPACE - SEE ELECTRICAL
9	PROTECT EXISTING CMU WALL AND FENCE DURING CONSTRUCTION		
10	PROTECT EXISTING EAST WALL OF SCHOOL TO REMAIN DURING		

NOT FOR CONSTRUCTION ARCHITECTURE

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	SECTION 024100 STRUCTURE DEMOLITION	B. REMOVE FROM SITE ALL MATERIALS NOT TO BE REUS REQUIREMENTS OF SECTION 017419 - WASTE MANAGE
	PART 1 GENERAL 1.01 SECTION INCLUDES	C. LEAVE SITE IN CLEAN CONDITION, READY FOR SUBSECT
	A. SELECTIVE DEMOLITION OF BUILT SITE ELEMENTS. 1.02 REFERENCE STANDARDS	END OF SECTION
	A. 29 CFR 1926 - SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION; CURRENT EDITION.	SECTION 02 4119 SELECTIVE SITE DEMOLITION
	B. NFPA 241 - STANDARD FOR SAFEGUARDING CONSTRUCTION, ALTERATION, AND DEMOLITION OPERATIONS; 2022, WITH ERRATA (2021).	PART 1 GENERAL 1.01 RELATED DOCUMENTS A DRAWINGS AND GENERAL PROVISIONS OF THE CONTE
D	PART 2 PRODUCTS (NOT USED)	SUPPLEMENTARY CONDITIONS AND OTHER DIVISION (APPLY TO THIS SECTION. 1.02 SECTION INCLUDES
	3.01 SCOPE	A. DEMOLITION AND REMOVAL OF SELECTED SITE ELEME
	A. REMOVE PORTIONS OF EXISTING BUILDINGS AS SHOWN IN DRAWINGS:	B. SALVAGE OF EXISTING ITEMS TO BE REUSED OR RECT 1.03 DEFINITIONS
	INDICATED IN DRAWINGS.	A. REMOVE: DETACH ITEMS FROM EXISTING CONSTRUC
	C. REMOVE CONCRETE SLABS ON GRADE AS INDICATED ON DRAWINGS. D. REMOVE FENCES AND GATES AS INDICATED IN DRAWINGS.	
	E. REMOVE OTHER ITEMS INDICATED, FOR SALVAGE, RELOCATION, AND RECYCLING.	B. REMOVE AND SALVAGE: DETACH TIEMS FROM EXISTIN DELIVER THEM TO OWNER READY FOR REUSE.
	F. FILL EXCAVATIONS, OPEN PITS, AND HOLES IN GROUND AREAS GENERATED AS RESULT OF REMOVALS, USING SPECIFIED FILL; COORDINATE PAD AND FILL WITH GEOTECHNICAL REPORT (REPORT BY YOELL ENGINEERING DATED, JUN 5, 2024)	C. REMOVE AND REINSTALL: DETACH ITEMS FROM EXIST THEM FOR REUSE, AND REINSTALL THEM WHERE INDI
	3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS	D. EXISTING TO REMAIN: EXISTING ITEMS OF CONSTRUC REMOVED AND THAT ARE NOT OTHERWISE INDICATED
	A. COMPLY WITH APPLICABLE CODES AND REGULATIONS FOR DEMOLITION OPERATIONS AND SAFETY OF ADJACENT STRUCTURES AND THE PUBLIC.	AND SALVAGED, OR REMOVED AND REINSTALLED. 1.04 MATERIALS OWNERSHIP
	 OBTAIN REQUIRED PERMITS. COMPLY WITH APPLICABLE REQUIREMENTS OF NFPA 241. 	A. HISTORIC ITEMS, RELICS, AND SIMILAR OBJECTS INCL CORNERSTONES AND THEIR CONTENTS. COMMEMOR/
	3. TAKE PRECAUTIONS TO PREVENT CATASTROPHIC OR UNCONTROLLED COLLAPSE OF STRUCTURES TO BE REMOVED: DO NOT ALLOW WORKER OR PUBLIC ACCESS	ANTIQUES, AND OTHER ITEMS OF INTEREST OR VALUE ENCOUNTERED DURING SELECTIVE DEMOLITION REM.
	WITHIN RANGE OF POTENTIAL COLLAPSE OF UNSTABLE STRUCTURES.	CAREFULLY REMOVE AND SALVAGE EACH ITEM OR O PREVENT DAMAGE AND DELIVER PROMPTLY TO OWNE
	 FROM DE, ERECT, AND MAINTAIN TEMPORARY BARRIERS AND SECONT T DEVICES. USE PHYSICAL BARRIERS TO PREVENT ACCESS TO AREAS THAT COULD BE UNITARDED TO MODIFIED OF THE PUBLIC. 	 COORDINATE WITH OWNER WHO WILL ESTABLISH REMOVAL AND SALVAGE.
	6. CONDUCT OPERATIONS TO MINIMIZE EFFECTS ON AND INTERFERENCE WITH	1.05 SUBMITTALS
	ADJACENT STRUCTURES AND OCCUPANTS. 7. DO NOT CLOSE OR OBSTRUCT ROADWAYS OR SIDEWALKS WITHOUT PERMIT.	B. SCHEDULE OF SELECTIVE DEMOLITION ACTIVITIES: IN
	 CONDUCT OPERATIONS TO MINIMIZE OBSTRUCTION OF PUBLIC AND PRIVATE ENTRANCES AND EXITS; DO NOT OBSTRUCT REQUIRED EXITS AT ANY TIME; 	 DETAILED SEQUENCE OF SELECTIVE DEMOLITION / STARTING AND ENDING DATES FOR EACH ACTIVITY
	PROTECT PERSONS USING ENTRANCES AND EXITS FROM REMOVAL OPERATIONS. 9. OBTAIN WRITTEN PERMISSION FROM OWNERS OF ADJACENT PROPERTIES WHEN	TENANTS' ON-SITE OPERATIONS ARE UNINTERRUP 2. INTERRUPTION OF UTILITY SERVICES. INDICATE H
С	DEMOLITION EQUIPMENT WILL TRAVERSE, INFRINGE UPON OR LIMIT ACCESS TO THEIR PROPERTY.	WILL BE INTERRUPTED. 3. COORDINATION FOR SHUTOFF, CAPPING, AND CON
	B. DO NOT BEGIN REMOVAL UNTIL RECEIPT OF NOTIFICATION TO PROCEED FROM OWNER.	SERVICES.
	C. DO NOT BEGIN REMOVAL UNTIL BUILT ELEMENTS TO BE SALVAGED OR RELOCATED HAVE BEEN REMOVED.	AND MEANS OF EGRESS, INCLUDING FOR OTHER T SELECTIVE DEMOLITION OPERATIONS.
	D. DO NOT BEGIN REMOVAL UNTIL VEGETATION TO BE RELOCATED HAS BEEN REMOVED	5. COORDINATION OF OWNER'S CONTINUING OCCUPA EXISTING SITE AND OF OWNER'S PARTIAL OCCUPA
	E. PROTECT EXISTING STRUCTURES AND OTHER ELEMENTS THAT ARE NOT TO BE	 MEANS OF PROTECTION FOR ITEMS TO REMAIN AN REMOVAL FROM SITE.
	1. PROVIDE BRACING AND SHORING.	C. INVENTORY: AFTER SELECTIVE DEMOLITION IS COMP THAT HAVE BEEN REMOVED AND SALVAGED.
	 PREVENT MOVEMENT OR SETTLEMENT OF ADJACENT STRUCTURES. STOP WORK IMMEDIATELY IF ADJACENT STRUCTURES APPEAR TO BE IN DANGER. 	D. PREDEMOLITION PHOTOGRAPHS OR VIDEOTAPES: SH
	F. MINIMIZE PRODUCTION OF DUST DUE TO DEMOLITION OPERATIONS; DO NOT USE WATER IF THAT WILL RESULT IN ICE, FLOODING, SEDIMENTATION OF PUBLIC	THAT MIGHT BE MISCONSTRUED AS DAMAGE CAUSED OPERATIONS.
	WATERWAYS OR STORM SEWERS, OR OTHER POLLUTION. G. IF HAZARDOUS MATERIALS ARE DISCOVERED DURING REMOVAL OPERATIONS, STOP	E. LANDFILL RECORDS: INDICATE RECEIPT AND ACCEPT. BY A LANDFILL FACILITY LICENSED TO ACCEPT HAZAR
	WORK AND NOTIFY ARCHITECT AND OWNER; HAZARDOUS MATERIALS INCLUDE REGULATED ASBESTOS CONTAINING MATERIALS, LEAD, PCB'S, AND MERCURY.	
	H. PARTIAL REMOVAL OF PAVING AND CURBS: NEATLY SAW CUT AT RIGHT ANGLE TO SURFACE.	IN DEMOLITION FIRM QUALIFICATIONS. AN EXPERIENCEL IN DEMOLITION WORK SIMILAR IN MATERIAL AND EXTE THIS PROJECT.
	3.03 EXISTING UTILITIES	B. REGULATORY REQUIREMENTS: COMPLY WITH GOVER REGUI ATIONS BEFORE BEGINNING SELECTIVE DEMOL
	AND COMPLY WITH THEIR REQUIREMENTS; OBTAIN REQUIRED PERMITS.	AND DISPOSAL REGULATIONS OF AUTHORITIES HAVIN
	C. DO NOT DISRUPT PUBLIC UTILITIES WITHOUT PERMIT FROM AUTHORITY HAVING	D. PREDEMOLITION CONFERENCE: CONDUCT CONFERENCE: METHODS AND PROCEDURES RELATED TO SELECTIVE
	D. DO NOT CLOSE, SHUT OFF, OR DISRUPT EXISTING LIFE SAFETY SYSTEMS THAT ARE IN	NOT LIMITED TO, THE FOLLOWING:
	E. DO NOT CLOSE, SHUT OFF, OR DISRUPT EXISTING UTILITY BRANCHES OR TAKE-OFFS	DEMOLISHED.
	OWNER.	MATERIALS, DEMOLITION PERSONNEL, EQUIPMENT MAKE PROGRESS AND AVOID DELAYS.
В	F. LOCATE AND MARK UTILITIES TO REMAIN; MARK USING HIGHLY VISIBLE TAGS OR FLAGS, WITH IDENTIFICATION OF UTILITY TYPE; PROTECT FROM DAMAGE DUE TO SUBSEQUENT CONSTRUCTION USING SUBSTANTIAL BARRICADES IS NECESSARY	 REVIEW REQUIREMENTS OF WORK PERFORMED BY ON SUBSTRATES EXPOSED BY SELECTIVE DEMOLITIES
	G. REMOVE EXPOSED PIPING, VALVES, METERS, EQUIPMENT, SUPPORTS, AND	4. REVIEW AREAS WHERE EXISTING CONSTRUCTION PROTECTION
	H. PREPARE BUILDING DEMOLITION AREAS BY DISCONNECTING AND CAPPING UTILITIES	1.07 PROJECT CONDITIONS
	OUTSIDE THE DEMOLITION ZONE; IDENTIFY AND MARK UTILITIES TO BE SUBSEQUENTLY RECONNECTED, IN SAME MANNER AS OTHER UTILITIES TO REMAIN.	A. CONDITIONS EXISTING AT TIME OF INSPECTION FOR B MAINTAINED BY OWNER AS FAR AS PRACTICAL.
	3.04 SELECTIVE DEMOLITION FOR ALTERATIONS A. DRAWINGS SHOWING EXISTING CONSTRUCTION AND UTILITIES ARE BASED ON	 BEFORE SELECTIVE DEMOLITION, OWNER WILL REI SALVAGED BY THE OWNER. COORDINATE OTHER I
	CASUAL FIELD OBSERVATION AND EXISTING RECORD DOCUMENTS ONLY. 1. VERIFY THAT CONSTRUCTION AND UTILITY ARRANGEMENTS ARE AS INDICATED.	B. NOTIFY ARCHITECT OF DISCREPANCIES BETWEEN EXI DRAWINGS BEFORE PROCEEDING WITH SELECTIVE DE
	 REPORT DISCREPANCIES TO ARCHITECT BEFORE DISTURBING EXISTING INSTALLATION. 	C. HAZARDOUS MATERIALS: OWNER TO PROVIDE HAZAR PRIOR TO DEMOLITIONS.
	3. BEGINNING OF DEMOLITION WORK CONSTITUTES ACCEPTANCE OF EXISTING CONDITIONS THAT WOULD BE APPARENT UPON EXAMINATION PRIOR TO	 ITEMS IDENTIFIED ON THE SURVEY OF HAZARDOUS REMOVED BY THE CONTRACTOR.
	STARTING DEMOLITION. B. MAINTAIN WEATHERPROOF EXTERIOR BUILDING ENCLOSURE EXCEPT FOR	2. IF ADDITIONAL MATERIAL SUSPECTED OF CONTAIN ARE ENCOUNTERED, DO NOT DISTURB AND NOTIFY
	INTERRUPTIONS REQUIRED FOR REPLACEMENT OR MODIFICATIONS; TAKE CARE TO PREVENT WATER AND HUMIDITY DAMAGE.	D. STORAGE OR SALE OF REMOVED ITEMS OR MATERIAL
	C. REMOVE EXISTING WORK AS INDICATED AND AS REQUIRED TO ACCOMPLISH NEW WORK.	AND PROTECT THEM AGAINST DAMAGE DURING SELECTIONS.
	1. REMOVE ITEMS INDICATED ON DRAWINGS.	 MAINTAIN FIRE-PROTECTION FACILITIES IN SERVICE DEMOLITION OPERATIONS.
	ELECTRICAL, AND TELECOMMUNICATIONS): REMOVE EXISTING SYSTEMS AND EQUIPMENT AS INDICATED.	
	 MAINTAIN EXISTING ACTIVE SYSTEMS THAT ARE TO REMAIN IN OPERATION; MAINTAIN ACCESS TO EQUIPMENT AND OPERATIONAL COMPONENTS. 	SURFACES CUT OR DAMAGED DURING SELECTIVE DEI WITH MATERIALS SO AS NOT TO VOID EXISTING WARR
	2. WHERE EXISTING ACTIVE SYSTEMS SERVE OCCUPIED FACILITIES BUT ARE TO BE REPLACED WITH NEW SERVICES, MAINTAIN EXISTING SYSTEMS IN SERVICE UNTIL	
	NEW SYSTEMS ARE COMPLETE AND READY FOR SERVICE. 3. COORDINATE ANY OPERATIONAL UTILITY OUTAGES TO EXISTING SCHOOL WITH	FART 2 FRODUCTS - NOT USED
	OWNER PRIOR TO ANY REQUIRED OUTAGE 4. REMOVE ABANDONED PIPE, DUCTS, CONDUITS, AND EQUIPMENT, INCLUDING	PART 3 EXECUTION 3.01 EXAMINATION
A	THOSE ABOVE ACCESSIBLE CEILINGS; REMOVE BACK TO SOURCE OF SUPPLY WHERE POSSIBLE, OTHERWISE CAP STUB AND TAG WITH IDENTIFICATION.	A. VERIFY THAT UTILITIES HAVE BEEN SHUT OFF AND RE
	E. PROTECT EXISTING WORK TO REMAIN.1. PREVENT MOVEMENT OF STRUCTURE; PROVIDE SHORING AND BRACING IF	D. SURVEY EXISTING CONDITIONS AND CORRELATE WITH TO DETERMINE EXTENT OF SELECTIVE DEMOLITION R
	NECESSARY. 2. PERFORM CUTTING TO ACCOMPLISH REMOVALS NEATLY AND AS SPECIFIED FOR	C. INVENTORY AND RECORD THE CONDITION OF ITEMS T REINSTALLED AND ITEMS TO BE REMOVED AND SALVA
	CUTTING NEW WORK. 3. REPAIR ADJACENT CONSTRUCTION AND FINISHES DAMAGED DURING REMOVAL	D. SURVEY OF EXISTING CONDITIONS: RECORD EXISTING MEASURED DRAWINGS, PRECONSTRUCTION PHOTOGI
	WORK. 4. PATCH AS SPECIFIED FOR PATCHING NEW WORK.	VIDEUTAPES, AND TEMPLATES.
		E. PERFORM SURVEYS AS THE WORK PROGRESSES TO D FROM SELECTIVE DEMOLITION ACTIVITIES.
:36 PM	A. REIVIUVE DEDRIG, JUNN, AND TRASH FRUM SITE.	3.02 UTILITY SERVICES
019 3:38:		

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SED ON SITE; COMPLY WITH EMENT.

- QUENT WORK. I PUBLIC AND PRIVATE LANDS.
- RACT, INCLUDING GENERAL AND 01 SPECIFICATION SECTIONS,
- IENTS. YCLED.
- TION AND LEGALLY DISPOSE OF AND SALVAGED OR REMOVED
- NG CONSTRUCTION AND
- TING CONSTRUCTION, PREPARE
- CTION THAT ARE NOT TO BE D TO BE REMOVED, REMOVED
- LUDING, BUT NOT LIMITED TO, RATIVE PLAQUES AND TABLETS, JE TO OWNER THAT MAY BE MAIN OWNER'S PROPERTY. DBJECT IN A MANNER TO
- SPECIAL PROCEDURES FOR
- NDICATE THE FOLLOWING: AND REMOVAL WORK, WITH Y. ENSURE OWNER'S OTHER
- PTED. HOW LONG UTILITY SERVICES NTINUATION OF UTILITY
- IROL, TEMPORARY PARTITIONS
- IENANTS AFFECTED BY
- ANCY OF COMPLETED WORK. ND ITEMS IN PATH OF WASTE
- PLETE, SUBMIT A LIST OF ITEMS
- IOW EXISTING CONDITIONS OF S, INCLUDING FINISH SURFACES,) BY SELECTIVE DEMOLITION
- TANCE OF HAZARDOUS WASTES RDOUS WASTES.
- D FIRM THAT HAS SPECIALIZED ENT TO THAT INDICATED FOR
- RNING EPA NOTIFICATION DLITION. COMPLY WITH HAULING NG JURISDICTION.
- ' ENCE AT PROJECT SITE. REVIEW 'E DEMOLITION INCLUDING, BUT
- TION TO BE SELECTIVELY
- D VERIFY AVAILABILITY OF T, AND FACILITIES NEEDED TO
- BY OTHER TRADES THAT RELY ITION OPERATIONS. I IS TO REMAIN AND REQUIRES
- BIDDING PURPOSE WILL BE
- EMOVE THE ITEMS TO BE ITEMS WITH THE ARCHITECT.
- EMOLITION. RDOUS MATERIAL SURVEY
- S MATERIALS ARE TO BE
- NING HAZARDOUS MATERIALS FY ARCHITECT/OWNER. LS ON-SITE IS NOT PERMITTED. CATED TO REMAIN IN SERVICE ECTIVE DEMOLITION
- E DURING SELECTIVE
- AND REPAIR MATERIALS AND EMOLITION, BY METHODS AND RANTIES.
- EADY TO BE CAPPED. TH REQUIREMENTS INDICATED REQUIRED.
- TO BE REMOVED AND AGED.

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- G CONDITIONS BY USE OF RAPHS, PRECONSTRUCTION
- DETECT HAZARDS RESULTING

- A. EXISTING SERVICES/SYSTEMS: MAINTAIN SERVICES/SYSTEMS INDICATED TO REMAIN AND PROTECT THEM AGAINST DAMAGE DURING SELECTIVE DEMOLITION OPERATIONS.
- B. SERVICE/SYSTEM REQUIREMENTS: LOCATE, IDENTIFY, DISCONNECT, AND SEAL OR CAP OFF INDICATED UTILITY SERVICES AND OTHER SYSTEMS SERVING AREAS TO BE SELECTIVELY DEMOLISHED.
- OWNER WILL ARRANGE TO SHUT OFF INDICATED SERVICES/SYSTEMS WHEN REQUESTED BY CONTRACTOR.
- 2. ARRANGE TO SHUT OFF INDICATED UTILITIES WITH THE OWNER.
- IF SERVICES/SYSTEMS ARE REQUIRED TO BE REMOVED, RELOCATED, OR ABANDONED, BEFORE PROCEEDING WITH SELECTIVE DEMOLITION PROVIDE TEMPORARY SERVICES/SYSTEMS THAT BYPASS AREA OF SELECTIVE DEMOLITION AND THAT MAINTAIN CONTINUITY OF SERVICES/SYSTEMS.
 3.03 PREPARATION
- A. SITE ACCESS AND TEMPORARY CONTROLS: CONDUCT SELECTIVE DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
- B. TEMPORARY FACILITIES: PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
- 1. PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND SELECTIVE DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF THE SITE.
- 2. PROVIDE TEMPORARY WEATHER PROTECTION, DURING INTERVAL BETWEEN SELECTIVE DEMOLITION OF EXISTING CONSTRUCTION ON EXTERIOR SURFACES, TO PREVENT WATER DAMAGE TO CRITICAL AREAS.
- C. WITHIN 10 FEET OF CLEARING LIMITS, INSPECT, PHOTOGRAPH WITH VIDEO TAPE, AND RECORD CONDITION OF CONCRETE SLABS, STRUCTURES, LANDSCAPING AND OTHER FEATURES TO REMAIN WHICH MIGHT BE AFFECTED BY WORK. ALLOW OWNER TO VIEW TAPE AND APPROVE PRIOR TO PROCEEDING WITH THE WORK.
- D. NOTIFY INTERESTED UTILITY COMPANIES TO BE PRESENT IF DISTURBING GROUND IN THE VICINITY OF UTILITIES.E. PROTECT ACTIVE UTILITY SYSTEMS ADJACENT TO OR UNCOVERED BY ANY
- EXCAVATION DURING SITE PREPARATION.F. MAINTAIN BENCHMARKS, MONUMENTS AND OTHER REFERENCE POINTS AND
- CONSTRUCTION STAKES. G. PROTECT ALL IMPROVEMENTS TO REMAIN OR OUTSIDE OF CONSTRUCTION FROM TREE REMOVAL AND/OR PRUNING WORK.
- 3.04 SELECTIVE DEMOLITION, GENERAL
 A. GENERAL: DEMOLISH AND REMOVE EXISTING CONSTRUCTION ONLY TO THE EXTENT REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED
- REQUIRED BY NEW CONSTRUCTION AND AS INDICATED. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
- 1. PROCEED WITH SELECTIVE DEMOLITION SYSTEMATICALLY.
- 2. NEATLY CUT OPENINGS AND HOLES PLUMB, SQUARE, AND TRUE TO DIMENSIONS REQUIRED. USE CUTTING METHODS LEAST LIKELY TO DAMAGE CONSTRUCTION TO REMAIN OR ADJOINING CONSTRUCTION. USE HAND TOOLS OR SMALL POWER TOOLS DESIGNED FOR SAWING OR GRINDING, NOT HAMMERING AND CHOPPING, TO MINIMIZE DISTURBANCE OF ADJACENT SURFACES. TEMPORARILY COVER OPENINGS TO REMAIN.
- 3. CUT OR DRILL FROM THE EXPOSED OR FINISHED SIDE INTO CONCEALED SURFACES TO AVOID MARRING EXISTING FINISHED SURFACES.
- DO NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.
- REMOVE STRUCTURAL FRAMING MEMBERS AND LOWER TO GROUND BY METHOD SUITABLE TO AVOID FREE FALL AND TO PREVENT GROUND IMPACT OR DUST GENERATION.
- 6. DISPOSE OF DEMOLISHED ITEMS AND MATERIALS PROMPTLY.
- B. REMOVED AND SALVAGED ITEMS:1. CLEAN SALVAGED ITEMS.
- 2. PACK OR CRATE ITEMS AFTER CLEANING. IDENTIFY CONTENTS OF CONTAINERS.
 3. STORE ITEMS IN A SECURE AREA UNTIL DELIVERY TO OWNER.
- STORE TEMS IN A SECURE AREA UNTIL DELIVERY TO OWNER
 TRANSPORT ITEMS TO OWNER'S STORAGE AREA ON-SITE.
- TRANSFORT TEMS TO OWNER'S STORAGE AREA ON-STEE.
 PROTECT ITEMS FROM DAMAGE DURING TRANSPORT AND STORAGE.
- C. EXISTING ITEMS TO REMAIN: PROTECT CONSTRUCTION INDICATED TO REMAIN AGAINST DAMAGE AND SOILING DURING SELECTIVE DEMOLITION. WHEN PERMITTED BY ARCHITECT, ITEMS MAY BE REMOVED TO A SUITABLE, PROTECTED STORAGE LOCATION DURING SELECTIVE DEMOLITION AND CLEANED AND REINSTALLED IN THEIR ORIGINAL LOCATIONS AFTER SELECTIVE DEMOLITION OPERATIONS ARE COMPLETE.

3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. CONCRETE:
 1. DEMOLISH IN SECTIONS. CUT CONCRETE FULL DEPTH AT JUNCTURES WITH CONSTRUCTION TO REMAIN AND AT REGULAR INTERVALS. USING POWER-DR
- CONSTRUCTION TO REMAIN AND AT REGULAR INTERVALS, USING POWER-DRIVEN SAW, THEN REMOVE CONCRETE BETWEEN SAW CUTS.2. CONCRETE SLABS-ON-GRADE: SAW-CUT PERIMETER OF AREA TO BE
- CONCRETE SLABS-ON-GRADE: SAW-CUT PERIMETE DEMOLISHED, THEN BREAK UP AND REMOVE.
- 3. CONCRETE SHALL BE REMOVED TO NEATLY SAWED EDGES WITH SAW CUTS MADE TO A MINIMUM DEPTH OF 4 INCHES.
- B. ASPHALTIC CONCRETE PAVEMENT:1. SAWING SHALL BE USED TO ENSURE THE
- SAWING SHALL BE USED TO ENSURE THE BREAKAGE OF PAVEMENT ALONG STRAIGHT LINES.
 DISPOSE OF ASSUME TRAVENENT TO BE DEMOVED AT A SUITABLE OFFICIE.
- 2. DISPOSE OF ASPHALT PAVEMENT TO BE REMOVED AT A SUITABLE OFFSITE LOCATION IN ACCORDANCE WITH APPLICABLE LAWS AND ORDINANCES.
- C. FENCES AND MISCELLANEOUS OBSTRUCTIONS
- 1. NO DEMOLITION OR REMOVAL OF FENCES OR MISCELLANEOUS OBSTRUCTIONS SHALL PROCEED UNTIL CLEARANCE IS OBTAINED FROM THE OWNER.
- **3.06 DISPOSAL OF DEMOLISHED MATERIALS** A. GENERAL: EXCEPT FOR ITEMS OR MATERIALS INDICATED TO BE RECYCLED, REUSED,
- SALVAGED, REINSTALLED, OR OTHERWISE INDICATED TO REMAIN OWNER'S PROPERTY, REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY
- DISPOSE OF THEM IN AN EPA-APPROVED LANDFILL. 1. DO NOT ALLOW DEMOLISHED MATERIALS TO ACCUMULATE ON-SITE.
- DO NOT ALLOW DEMOLISHED MATERIALS TO ACCOMULATE ON-SITE.
 REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
- B. BURNING: DO NOT BURN DEMOLISHED MATERIALS.
- C. DISPOSAL: TRANSPORT DEMOLISHED MATERIALS OFF OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM.
- 3.07 CLEANING
- A. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY SELECTIVE DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE SELECTIVE DEMOLITION OPERATIONS BEGAN.
- 3.08 SELECTIVE DEMOLITION SCHEDULE A. COORDINATE WITH ARCHITECT'S PLANS.
 - END OF SECTION





DESIGN

NOT FOR CONSTRUCTION

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PHOTO 1



PHOTO 5





PH0T0 13

1



PHOTO 2



PHOTO 6



PHOTO 10



PH0T0 14

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PHOTO 3



PHOTO 7







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PHOTO 8



PHOTO 4



REVIEW SUBMITTAL CONSTRUCTION ARCHITECTURAL DEMOLITION PLAN ASD-103

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SCHOOL DISTRICT #25 HIGH POCATELLO, ID 83201 00 SCF AND BLICK RD GHL СН ELLO BEN T 200 80 123994 PROJECT #: J. CLEMENTS DRAWN BY: B. WRIGHT CHECKED BY: 07.09.2024 ISSUED:

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ASD-201 © COPYRIGHT DESIGN WEST ARCHITECTS 2024

DIMENSION PLAN



P-101 KEY NOTES

1	EXISTING 2 PSI GAS METER TO BE REMOVED BY INTE
2	PLUMBING CONTRACTOR SHALL REMOVE ALL THE E METER FENCED ENCLOSURE.
3	ALL THE EXISTING GAS PIPING ON THE ROOF OF ARE THE BUILDING SHALL BE DISCONNECTED AND REMO
4	THE EXISTING 3" UNDERGROUND GAS PIPING THAT F SHALL BE REMOVED AND CAPPED ON THE ROOF FOI SHALL PATCH THE BRICK WALL AND ROOF PENETRA
5	THE EXISTING 2-1/2" GAS LINE ON THE ROOF SERVIN EQUIPMENT SHALL BE REMOVED TO THIS POINT FOF SERVICE. CAP EXISTING PIPING.
6	THE EXISTING UNDERGROUND GAS PIPING SERVICIN BE ABANDONED. CAP THE PIPING AT THE METER AND GRADE. MARK THE UNDERGROUND GAS PIPING ROU THE PARKING LOT ASPHALT SURFACE.
7	EXISTING 1" WATER LINE SHALL BE SHUT OFF AND C THE GREENHOUSE.





ITERMOUNTAIN GAS COMPANY. EXISTING PIPING AT THE REA 'D' AND THE INSIDE OF MOVED FROM THE SITE. T FEEDS UPPER AREA 'B' WING 'OR NEW GAS SERVICE. GC RATIONS.

VING AREA 'A' MECHANICAL FOR FUTURE NEW GAS CING THE GREENHOUSE SHALL AND GREENHOUSE BELOW OUTE WITH YELLOW PAINT ON D CAPPED BELOW GRADE AT











P-002 KEY NOTES				GENERAL PLUMBING ANI	D CONSTRUCTION NOTES
AITY COMPANY SHALL PROVIDE AS METER TO SERVICE THE SC AINT THE EXPOSED GAS PIPIN D (1) COAT OF PAINT. ITRACTOR SHALL CONNECT OF RUN THE GAS LINE UP THE W ING EXPOSED ON THE ROOF. I GAS VALVE & REGULATOR #2 A RVES "B" WING GAS EQUIPMEN GAS VALVE & REGULATOR #1 A RVES "A" WING GAS EQUIPMEN GAS VALVE AND CAP. GAS WILL	NTO THE NEW GA HOOL. THE T G TO MATCH N TO THE DIS ALL TO THE F MOUNT ON PI ND CONNEC JT. ND CONNEC IT. SERVICE NE	AS SERVI OTAL LOA THE BUIL CHARGE ROOF. LLOW BL T TO EXIS	CE LINE, AD IS DING (1) SIDE OF OCKS, STING STING	 THE DRAWINGS SHOW THE GENERAL DESIGN, ARRANGEMENTS AND EXTENT OF THE SYSTEM. IT SHALL BE THE WORK OF THE CONTRACTOR TO MAKE SUCH SLIGHT ALTERATIONS AS MAY BE NECESSARY TO MAKE THE SYSTEM COMPLETE AND OPERATIONAL IN ACCORDANCE WITH THE DESIGN INTENT. MAJOR DEVIATIONS SUCH AS CHANGES IN COMPONENT SIZES, QUANTITIES OR MATERIAL REQUIRE PRIOR APPROVAL BY THE CONSULTING ENGINEER. ALL PLUMBING INFORMATION IS NOT SHOWN ON THE PLUMBING DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING INFORMATION ON ALL OTHER CONSTRUCTION DOCUMENTS INCLUDING ARCHITECTURAL, STRUCTURAL, MECHANICAL, ELECTRICAL AND REFRIGERATION DRAWINGS. THE WORKING DRAWINGS ARE DIAGRAMMATIC. BECAUSE OF THE SMALL SCALE OF THE DRAWINGS, THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW NECESSARY FOR THE COMPLETE INSTALLATION IN THE SPACE PROVIDED. ALL LOCATIONS FOR PLUMBING 	 THE CONTRACTOR SHALL GUARANTEE THE ENTIRE PLUMBIN ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL, DURING CONSTRUCTION, MAINTAI RECORD DRAWINGS AT THE PROJECT SITE. ALL CHANGES IN EQUIPMENT, COMPONENTS AND ACCESSORIES SHALL BE RE SHALL BE GIVEN TO THE ARCHITECT/ENGINEER AFTER FINAL CONTRACTOR SHALL PROVIDE SUBMITTAL FOR ALL PLUMBIN TO BE REVIEWED BY CONSULTING ENGINEER BEFORE PURCH CONFIRM THE EXACT LOCATION OF ALL EQUIP. PRIOR TO MA BUILDING.
GAS CFH ACUMN LOAD LOAD CFH LOA	. REGULATO	PIPE Main	OUTLET	 EQUIPMENT SHALL BE CHECKED AND COORDINATED WITH THE ARCHITECTURAL, MECHANICAL, STRUCTURAL AND ELECTRICAL DRAWINGS. 4. THE DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED TO SUPPLEMENT EACH OTHER 	15. THE P.C. SHALL NOT INSTALL EXPOSED PIPING ABOVE OR WI WORKING CLEARANCES OF ANY ELECTRICAL PANEL BOARD O OR THE WIDTH OF THE PANEL, WHICH EVER IS GREATER AND
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HIGH SCHOOL

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CHECKED BY: ISSUED:

GAN 07.09.2024



MAIN LEVEL -PLUMBING GAS PLAN P-002

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RMI CHANICAL, ELECTRICAL, PLUMBING ENGINEER ٩ AND Nielson Engineering, Inc. Consulting Engineers 156 North Twelfth Avenue Pocatello, Idaho 83201 PHONE (208) 232-2577 FAX (208) 234-0918 EVIEW **OWNERSHIP OF DOCUMENTS** This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of NIELSON ENGINEERING, INC. and is not to be used, in whole or in part, for any other project without the written authorization of an authorized representative of NIELSON ſ \mathbf{O} ENGINEERING, INC. Unauthorized use will be prosecuted to the fullest extent of the Law. Copyright © 2024 by: NIELSON ENGINEERING, INC.



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E-001 KEY NOTES	SCHEDULE-CONDUIT CONDUCTORS	GENERAL NOTES	
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SECTION 00 00 10 - TABLE OF CONTENTS

00 00 10 Table of Contents

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

- 00 00 30 Advertisement for Bids
- 00 00 31 Bid Package Index
- 00 00 70 Licensing of Public Works Contractors Notice
- 00 01 00 Instructions to Bidders
- 00 03 00 Subcontractor Bid Form
- 00 06 00 Special Conditions
- 00 07 10 Employment Practices
- 00 08 12 Sample Subcontract (A401-2017)
- 00 08 14 Subcontractor Insurance Requirements
- 00 08 16 General Conditions (A201-2017)
- 00 08 18 Copy of Prime Contract (A133-2019)

DIVISION 01 – GENERAL REQUIREMENTS

- 01 04 00 Project Coordination
- 01 06 80 Definitions & Standards
- 01 20 50 Procedures & Controls
- 01 40 00 Quality Control
- 01 60 50 Product Options & Substitutions
- 01 70 50 Project Closeout

DIVISION 02 – EXISTING CONDITIONS

- 02 01 00 Geotechnical Report
- 02 41 10 Asbestos Containing Work Practices and Disposal
- 02 41 11 Asbestos Inspection Report
- 02 41 16 Structure Demolition
- 02 41 17 Lead Paint Report

DIVISION 22 – PLUMBING

See Index in Front of Plumbing Specification Section

DIVISION 26 – ELECTRICAL

See Index in Front of Electrical Specification Section

END OF SECTION 00 00 10

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SECTION 00 00 30 – ADVERTISEMENT FOR BIDS

SUBCONTRACTOR PACKAGES for: D25 Highland High School Rebuild Project – Bid Release #1

Pocatello, Idaho

Bid Packages shall consist of multiple individual trade scope packages that will be a subcontract to Bateman-Hall. Pocatello/Chubbuck SD#25 has retained Bateman-Hall as a CM/GC, to coordinate the management of the Highland High School Rebuild project.

Each Subcontractor will be required to cooperate and coordinate with the CM/GC and all other subcontractors to perform their work in accordance with a Master Project Schedule developed, updated, and maintained by the CM/GC. <u>Each Subcontractor will be required to provide specified scheduling information necessary to maintain the Master Project Schedule and to meet the milestone completion dates as identified on the Bid Form and in each Subcontractor Contract.</u>

PROJECT SCOPE: Bid Release #1 shall include bid packages for the **electrical** rerouting of existing power: **plumbing** gas line rerouting; and for the **asbestos abatement** from the remaining D-Wing; and the **demolition** of the remaining D-Wing including minor **pad preparation** for future building area.

All work shall be performed in accordance with Contract Documents, Plans, Specifications, Department of Public Works Standards, The International Building Code, Local Code Requirements and as directed by Pocatello/Chubbuck SD#25.

BID PACKAGES Will be as per BID PACKAGE INDEX (Spec Section 000031).

Complete Bidding Documents will be available beginning **July 24, 2024**. Plans (on a USB) will be made available at no cost from Bateman-Hall, Inc. by request at 208-523-2681. Plans can be purchased from Bonneville Blueprint in Idaho Falls.

Plans can also be viewed or **downloaded** on <u>smartbidnet.com</u>. If you do not have a username and password, please send a request by email to bids@bateman-hall.com. Please include the following: Company Name, Contact Person, Phone Number, Fax or E-mail, Company Scope of Work, and States the company works in.

PRE-BID CONFERENCE: Will be held at **4:15 PM on August 6, 2024** at the main entrance of the high school located of 1800 Bench Rd, Pocatello, ID 83201. Attendance is highly recommended.

COMMUNICATION: All communication is to be through Bateman-Hall, Inc. **Requests for clarification or interpretation of the Bidding Documents must be in writing and received no later than August 12, 2024, at 3:00 PM.** Questions received after the above-noted deadline may be answered at the discretion of the CM/GC.

Revisions, additions, and deletions will be made by written **addenda** issued by the CM/GC. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. **Questions may be e-mailed to:**

farrell.hunt@bateman-hall.com Ph: 208-523-2681

BID DATE: All bids are to be submitted by **THURSDAY**, **AUGUST 15**, **2024**. **BID TIME**: BIDS WILL NOT BE ACCEPTED AFTER **2:00 PM** (Mountain Time Zone)

All bids are submitted in a <u>sealed and labeled envelope</u>. Each sealed envelope should be labeled with the following: **Company's Name, Address, Bid Package Name and Number**.

Bids received at:	Bateman-Hall's Office	or	Pocatello/Chubbuck SD 25
	1405 Foote Drive		3115 Pole Line Rd
	Idaho Falls, ID 83402		Pocatello, ID 83201

EMAILED BIDS WILL BE ACCEPTED on the Bid Form for the same date and time at: **bids@bateman-hall.com**

Public bid opening will be held at 3:00 PM (MST) on Thursday, August 15 at the Pocatello/ Chubbuck School District Office at the address above.

This Public Works project **is not** financed in whole or in part by federal funds.

Subcontractors shall be licensed in the State of Idaho in accordance with the provisions of the Idaho Public Works Contractors' State License Law.

The Owner reserves the right to accept or reject any and all proposals with or without cause, for any reason determined in its sole subjective determination to be in its best interest and to waive any informality in bidding.

Pocatello/Chubbuck SD#25 will determine whether to award the Contract within a period not to exceed forty-five (45) days from Bid Opening Date and will notify the Bidders of the determination. All Bidders are expected to honor their proposals for the 45-day review period.

Bid bonds will not be required for subcontractors to bid.

-END OF ADVERTISEMENT FOR BIDS-

SECTION 00 00 31 – BID PACKAGE INDEX for Building Demolition (Bid Release #1)

Table of Contents

BP-01 Asbestos Abatement BP-02 Plumbing Demo/Gas Piping BP-03 Electrical Demo/Panel Reroute BP-04 Building Demolition/Pad Prep

Bid packages must be bid in their entirety. Partial bids will not be accepted.

BP-01 Asbestos Abatement

Demolition, Removal, and Disposal per Contract Documents Including all drawings and the following specifications:

Contract Documents:

Division 00 – Procurement and Contracting Requirements
Division 01 – General Requirements
Applicable Spec Sections:
024110 – Asbestos Containing Work Practices and Disposal
Asbestos Inspection Report (1 page map from Northern dated 9-30-1988)

Work to Include, but not limited to:

Complete removal of ACM material identified on the Northern Asbestos Inspection Map; Demolition necessary to accomplish abatement scope; Containment, Clean up, & Disposal of own work.

BP-02 Plumbing Demo/Gas Piping

Supply and Installation per Contract Documents Including all drawings and the following specifications:

> **Contract Documents:** Division 00 – Procurement and Contracting Requirements Division 01 – General Requirements **Applicable Spec Sections:** Division 22 – Plumbing

Work to Include, but not limited to the supply and installation of:

All work identified on P-001 & P-002; Gas Piping complete; Waterline shut-off and capping; Permits and Fees; Seismic bracing per code requirements; all roofing blocking and supports; Core drilling, saw cutting, grouting, caulking and fire Stopping for own penetrations; Demolition & disposal of existing gas piping system no longer in service; Start Up Reports; Clean-Up of Own work;

BP-03 Electrical Demo/Power Reroute

Supply and Installation per Contract Documents Including all drawings and the following specifications: **Contract Documents:** Division 00 – Procurement and Contracting Requirements Division 01 – General Requirements

> **Applicable Spec Sections:** Division 26 – Electrical

Work to Include, but not limited to the supply and installation of:

All work identified on E-001; Electrical Permits and Fees; Demolition & Disposal of all electrical components as needed for demolition work and rework; Excavation and backfill of own work; Temporary construction power as needed; Core drilling, saw cutting, grouting, caulking and fire caulking for own penetrations; Seismic bracing per code requirements; Layout of own work; Clean-Up of Own Work.

BP-04 Building Demo/Pad Prep

Supply and Installation per Contract Documents Including all drawings and the following specifications:

Contract Documents: Division 00 – Procurement and Contracting Requirements Division 01 – General Requirements Applicable Spec Sections: 020100 – Geotechnical Investigation 024116 – Structure Demolition Lead Paint Report (1 page map showing location of walls with lead paint)

Work to Include, but not limited to:

All work identified on ASD-101, 102, 103 & 201; Demolition Permits and Fees; Demolition & Disposal of all D-Wing Remaining Building and Building Components; Demolition of Greenhouse and Greenhouse Components; traffic control at entrance; the following Storm Water Protection Items – Inlet protection for existing inlets around perimeter of demo area, track off pad, and dust control; Private subsurface investigation for Utilities both known and unknown; Building Pad Preparation and Leveling for Winter; Utility capping as shown on drawings.

<u>Items to be by others</u>: Temporary Construction Fencing; New Truss Joists and Roofing of Existing Electrical Room; Roofing required per note 16 on ASD-101.

END OF SECTION 00 00 31

SECTION 00 00 70 – LICENSING OF PUBLIC WORKS CONTRACTORS NOTICE

NOTICE LICENSING OF PUBLIC WORKS CONTRACTORS STATE OF IDAHO

UNLAWFUL For any person to engage in the business or act in the capacity of a PUBLIC WORKS CONTRACTOR in the State of Idaho without a license.

PENALTIES Any person, firm, co-partnership, or corporation, acting as a PUBLIC WORKS CONTRACTOR without a license shall be guilty of a MISDEMEANOR.

EVERY PUBLIC OFFICER who knowingly lets a public contract to any person, firm, co-partnership, or corporation, who does not hold a license shall be guilty of a MISDEMEANOR.

EXCEPTION No subcontractor shall be required to have a license in order to submit a bid or proposal for contracts for public works FINANCED IN WHOLE OR IN PART BY FEDERAL AID FUNDS, but at or prior to the award and execution of any such contract by the State of Idaho, or other contracting authority, the successful bidder shall secure a license.

SUPPLY ONLY CONTRACTS bidders whose scope of work is supply only are not required to have a public works license.

WHO MUST BE LICENSED "Public works contractors," – which is any "builder," or "specialty contractor," or any person who <u>offers to submit a proposal</u> or enter into a contract with the STATE OF IDAHO, or and COUNTY, CITY, TOWN, VILLAGE, SCHOOL DISTRICT, IRRIGATION DISTRICT, DRAINAGE DISTRICT, SEWER DISTRICT, FIRE DISTRICT, or any other taxing subdivision or district of the State, authorities to let or award contracts for the construction, repair or reconstruction of any public work.

PUBLIC WORK includes BUILDING and SPECIALTY construction.

EXEMPTION Any construction, alteration, improvement or repair involving an estimate cost of less than (\$100,000). Or, Any subcontractor performing work under the direct supervision of a licensed public works contractor who holds a Class "Unlimited," "AAA," or "A" license pursuant to section 54-1904, Idaho Code, if the value of the subcontracted work is less than one hundred thousand dollars (\$100,000). *Idaho Code § 54-1903*

AUTHORITY - Title 54, Chapter 19, Idaho Code as amended, "THE PUBLIC WORKS CONTRACTORS LICENSE ACT."

DIVISION OF BUILDING SAFETY PUBLIC WORKS CONTRACTORS LICENSING 1090 E Watertower Street, Suite 150 Meridian, ID 83642 Phone: 208-334-4057

END OF SECTION 00 00 70

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SECTION 00 01 00 – INSTRUCTIONS TO BIDDERS

DEFINITIONS

The **Bidding Documents** comprise the **Project Documents** and shall consist of the plans, the contents of the specification books (including all documents referred to in the plans and specifications) and any addenda issued by the architect. The Bidding Requirements and the proposed Contract Documents are also included in the Project Documents.

Addenda are written or graphic documents issued by the Architect or Construction Manager prior to execution of the Contract which modify or interpret the Project Documents. The Addenda becomes part of the Contract Documents as noted in the Form or Agreement upon execution of the Contract.

Verbal Communications does not supersede the project documents. The project documents (plans, specifications, addenda) take precedence over verbal, email or other comments not included in addenda. If you feel a verbal comment made during a pre-bid meeting, phone call, etc. is important, it must be issued to the CM/GC in RFI format and clarified in an official addendum.

A sample of the **Subcontract** is included in the project documents. <u>The accepted bidder will be issued a subcontract</u> that will include the Executed Bid Form as an attachment/exhibit to the Contract.

BIDDER'S REPRESENTATIONS

By submitting a bid, the bidder represents that:

- 1) The bidder has carefully studied and compared the Bidding Documents with each other. The bidder understands the Bidding Documents and the bid is fully in accordance with the requirements of those documents.
- 2) Bidder has thoroughly examined the site and buildings located thereon, has become familiar with local conditions which might directly or indirectly affect the contract work, and has correlated its personal observation with the requirements of the proposed Project Documents; and
- 3) Bidder fully understands the requirements identified in the Bid Form and understands that the Bid Form will be incorporated into the executed contract; and
- 4) Bid is based on the material, equipment, and systems required by the Bidding Documents without exception.

BIDDING DOCUMENTS

Copies of Bidding Documents in digital format shall be obtained from the Bateman-Hall as outlined in the Advertisement for Bids. Partial sets of Bidding Documents will not be issued.

Bidders shall use complete sets of Bidding Documents in preparing bids and make certain that those submitting subbids to them have access to all portions of the documents that pertain to the work covered by sub-bid, including General conditions, Special & Supplementary Conditions, and Division 00 & 01. Bidder assumes full responsibility for errors or misinterpretations resulting from use of partial sets of Bidding Documents by itself or any sub-bidder.

Interpretation or Correction of Bidding Documents

If any bidder, in his study of the Bidding Documents as described above, is in doubt as to the true meaning of any part of the proposed Contract Documents or finds errors, discrepancies, or omissions in them, he shall at once request interpretation or correction of those errors, discrepancies, and omissions as outlined in the Advertisement for Bids.

Bid the MOST EXPENSIVE option called for in the bidding documents. If there is a discrepancy between any documents (plans, specifications, addenda), you are to include the most expensive option. Also, you are welcome to submit any cost savings option as identified in the Bid Form Attachment section of this specification (see below).

Substitutions & Equal Products

Substitutions for specified products and systems, as defined in the Uniform Commercial Code, are not acceptable. However, equal products may be approved upon compliance with Contract Documents requirements. The terms "Acceptable Manufacturers" and "approved Manufacturers/Supplies/Installers" are used throughout the Project Manual to differentiate among the options available to Contractor regarding specified products, manufacturers, and suppliers.

Base bid only on material, equipment, systems, and suppliers specified in the Project Manual unless:

- Specified Material, equipment, or system is listed under the heading" acceptable Manufacturers, and
- Request for use of equal products is submitted in a properly complete Equal Product Approval Request Form for Architect's approval seven days minimum prior to bid opening, and
- Approval for use of such equal product is secured by Addendum issued prior to the scheduled bid opening time.

Addenda

Addenda will be posted no later than 48 hours prior to bid opening. No addenda will be issued less than 48 hours prior to bid opening.

BIDDING PROCEDURES

Bids shall be prepared on the **Subcontractor Bid Form** shown in section 000300. A photocopy of the form bound in the Project Manual, or a modified form included in an addendum is acceptable. Fill in all blanks on bid Form by typewriter or by printing manually in ink. Signatures shall be in longhand and executed by representative of bidder duly authorized to make contracts.

Bids shall bear no information other than that requested on Bid Form. Bid form shall bear no other marks, erasures writing changes or interlineations. Attachments shall not be included unless specifically required by a statement on the Bid Form or as addressed in the Bid Form Attachment section of this specification.

Bid Form Attachments

- Bidders are encouraged to provide "<u>Value Engineering Options or Cost Saving Options (VE Options)</u>" in addition to their base bid, on their own form as an attachment to the bid. Highland High School will take into consideration the attached VE items in evaluating subcontractor proposals for award. VE Options shall not be included in the Base Bid (Bid Form) numbers and will only be included and identified as an attachment to the Bid Form.
- 2) No exclusions shall be included with the submitted bid.

Performance & Payment Bond

It is not required of each bidder to provide a payment and performance bond at time of bid; however, each bidder must be capable of providing a payment and performance bond in the amount of 100% of the contract sum and will identify their Bond Rate/Amount on their Bid Form. The owner and Bateman-Hall reserves the right to elect some bidders to provide such bonding prior to the contract award. The costs for a payment and performance bond will be incorporated into the notice of award and the contractor shall have 10 days from the notice of award to secure the bonding.

Failure or refusal to furnish bonds or insurance policies or certificates in a form satisfactory to the Owner shall subject the bidder to loss of time from the allowable construction period equal to the time of delay in furnishing the required material.

Insurances

Liability and Workers' Compensation Insurance shall be provided at the time of award for the amounts identified in the contract. Contractor shall name Owner and CM/GC as additional Insured.

Submission of Bids

Submit bid in accordance with Section 00 00 30 Advertisement for Bids & 00 03 00 Subcontractor Bid Form.

Modification Or Withdrawal of Bid

Bidder guarantees there shall be no revisions or withdrawal of bid amount for 45 days after bid opening. Prior to bid opening, bidders may withdraw bid by written request or by reclaiming bid envelope.

Naming of Subcontractors

With regard to possessing an appropriate license or certificate of competency all subcontractors must have, at the time of the bid opening, a **current license** in the appropriate category (class, type and specialty category) as issued by the **Public Works Contractors State License Board**. In addition, plumbing and electrical subcontractors shall have, at the time of the bid opening, a valid plumbing contractor's license or electrical contractor's license, respectively as issued by the Idaho Division of Building Safety.

CONSIDERATION OF BIDS

Opening of bids – See Advertisement for Bids

Right to Accept or Reject - The Owner reserves the right to accept or reject any and all bids with or without cause, for any reason determined in its sole subjective determination to be in its best interest and to waive any informality in bidding.

Acceptance of Bid – No bidder shall consider itself under contract after opening and reading of bids until a Notice of Award has been issued and compliance therewith has been made.

The Owner does not discriminate based on race, religion, sex, national origin, marital status, age, physical handicap, ownership by women or minorities or sexual orientation.

Bidders' past performance, installer qualifications/certifications, organization, subcontractor's selection, equipment, and ability to perform and complete its contract in the manner and within time specified, together with amount of bid and VE items provided, will be elements considered in award of a contract.

FORM OF AGREEMENT BETWEEN CM/GC & SUBCONTRACTOR

Form to be used – Agreement form will be like the Owner's sample Form of Agreement included in project documents.

END OF SECTION 00 01 00

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SECTION 00 03 00 – SUBCONTRACTOR BID FORM

Bid Proposal for:

Pocatello/Chubbuck School District No. 25 Highland High School Rebuild Project Pocatello, Idaho

The Bidder, in compliance with the advertisement for bids for the above project, having examined the bidding and contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes all labor, equipment, materials and supplies, and to provide the service and insurance in accordance with the Contract Documents, within the time set forth, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents.

<u>TIME SCHEDULE</u>: Bidder agrees to complete the work within the time schedule as established by the CM/GC. Basic principles of the project schedule are as follows:

Completion Milestone Dates:

Asbestos Abatement by	09/13/24
Rerouting New Electrical to Panel B by	09/22/24
Remaining Electrical Demo by	09/27/24
Rerouting Gas Piping by	09/27/24
Building & Building Components Demo by	10/23/24
Pad Prep by	11/01/24

By signing this bid form, the bidder acknowledges the above milestone dates and agrees to accomplish their work on or before their respective milestone(s) and within the overall schedule in concert with other trades as directed by the CM/GC.

Bidding Company Name: _____

This bid form applies to bid package number & title: (a separate bid form for each bid package <u>must</u> be provided)

Bid Package No.	Bid Package Title	

Bidder acknowledges receipt of the Addenda No: _____

(List by Add. Number)

BASE PROPOSAL: The complete Scope of Work for the Bid Package noted above (Idaho State sales tax is included), for the sum of:

Dollars(\$_____)____

(Amount shall be shown in both figures and words. In case of discrepancy, the amount in words will govern.)

• If a **Performance and Payment Bond** is requested for the above scope, please list the **Bonding Rate Percentage and dollars,** that would be applied to the base bid amount:

Rate %_____ \$____

For contractors bidding on more than one Bid Package a discount may be offered by your firm if both (or more) packages are accepted. Note the discount amount, as applicable, below. The Owner reserves the right to select the combination of separate bids, or a combination of bids with the discount, whichever results in the lowest bid.

List of Bid Packages to combine: _____

Discount, in dollars, if accepted in combination: \$_____

Bidder understands that the Owner and/or the CM/GC reserves the right to accept or reject any and all bids with or without cause, for any reason determined in its sole subjective determination to be in its best interest and to waive any informality in bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of forty-five (45) calendar days after the scheduled closing time for receiving bids (including alternate items).

The scope of each bid package must be bid in its entirety as a lump sum. Segregated bids will not be accepted. Any qualifications, exceptions, clarifications, or exclusions to one's bid may disqualify their proposal with exception of the Bid Form Attachment (VE Options items) identified in the Instructions to Bidders Spec Section and as below.

Bid Form Attachment - Bidders are encouraged to provide "<u>Value Engineering Options or Cost</u> <u>Saving Options (VE Options)</u>" in addition to their base bid, on their own form as an attachment to this bid form. D25 will take into consideration the attached VE items in evaluating subcontractor proposals for award. VE Options shall not be included in the Bid Form Base Proposal or Alternate/Optional Numbers and will only be included and identified as an attachment to this Bid Form. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract referenced within seven (7) days and deliver Insurance Certificates, P&P Bonds, and Special Condition Forms as required by the Bid Documents.

Additional Bidder Provisions

By submitting a bid for this Project, the undersigned bidder agrees that, if awarded, the subcontractor will conform to all conditions, required documentation, and requirements of the Contract, Contract Documents, and the following provisions:

- 95% Bona Fide Idaho Residents. Contractor agrees to comply with conditions pertaining to Sections 44-1001 and 44-1002, Idaho Code, requiring the employment of ninety-five percent (95%) bona fide Idaho residents and providing for a preference in the employment of bona fide Idaho residents and regarding the employment of persons not authorized to work in the United States.

PLEASE COMPLETE THE FOLLOWING AFFIDAVITS, CERTIFICATION, LICENSING INFORMATION, and BID SIGNATORY

DO NOT LEAVE ANY LINES BLANK

"NA" or "Not Applicable" may be used to complete empty lines

CONTRACTOR'S AFFIDAVITS

STATE OF _____

COUNTY OF

CONCERNING ALCOHOL & DRUG-FREE WORKPLACE

Pursuant to the Idaho Code, Section 72-1717, I, the undersigned, being duly sworn, depose and certify that named contractor is in compliance with the provisions of Idaho Code section 72-1717; that named contractor provides a drug-free workplace program that complies with the provisions of Idaho Code, title 72, chapter 17 and will maintain such program throughout the life of a state construction contract and that named contractor shall subcontract work only to subcontractors meeting the requirements of Idaho Code, section 72-1717(1)(a).

CONCERNING TAXES

Pursuant to the Idaho Code, Title 63, Chapter 15, I the undersigned, being duly sworn, deposes and certify that all taxes, excises, and license fees due to the State or its taxing units, for which I or my property is liable then due or delinquent, has been paid, or arrangements have been made, before entering into a contract for construction of any public works in the State of Idaho.

Name of Contractor	Authorized Signature	
Address	Date	
City, State, & Zip	Printed Name	
Subscribed and sworn to before me this	day of	2024.
Commission expires:		
Notary Public:		
Residing at:		



POCATELLO/CHUBBUCK SCHOOL DISTRICT 25 LEARNING TODAY FOR THE POSSIBILITIES OF TOMORROW

BIDDER CERTIFICATION FORM

- 1. **Debarment and Suspension** In submitting this bid proposal, we hereby certify that we have not been suspended or in any way excluded from Federal procurement actions by any Federal Agency. We fully understand that if information contrary to this certification subsequently becomes available, such evidence may be grounds for non-award or nullification of a bid contract.
- Anti-Collusion In submitting this bid proposal, we hereby certify this proposal was developed and prepared without any collusion with any competing bidder or District employee. The content of this proposal has not been disclosed to any competing or potentially competing bidder prior to the proposal due date and time. Furthermore, no action to persuade any person, partnership or corporation to submit or withhold a bid has been made.
- 3. Anti-Lobbying In submitting this bid proposal, we hereby certify that to the best of our knowledge and belief, no appropriated Federal funds have been paid or will be paid by or on behalf of person associated with this proposal to any person for influencing or attempting to influence and officer or employee of any agency, a member of Congress, an office or employee of Congress or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- 4. National Sexual Offender Registry In submitting this bid proposal, you certify to the District that your company will prohibit any persons in your employ who are registered or required to register under the Idaho Sex Offender Registration Act from participation in company business with the District if such participation would require them to be present on school property. You certify further that you have cross checked such employees against the National Sex Offender Registry found at the following web link: http://www.nsopr.gov/

Signed:	 Date:	
Name & Title:	 -	
Company:	 Phone:	
Address:	 -	
City/State/Zip:		

The names and addresses of the entities that will perform the work identified below, subject to approval of Pocatello/Chubbuck School District #25, if Undersigned is awarded the Contract, are as follows:

Plumbing

(Name)	
(Address)	
Idaho Public Works Contractors License No.	
Idaho Plumbing Contractors License No.	
HVAC	

(Name)	
(Address)	
Idaho Public Works Contractors License No.	
Idaho HVAC Contractors License No.	

Electrical

(Name)	
(Address)	
Idaho Public Works Contractors License No.	
Idaho Electrical Contractors License No.	

Failure to name a properly licensed contractor in each of the above categories may render the bid unresponsive and void.

Please note that if the above trades do not apply to this bid package, empty lines should be noted as "Not Applicable" or "N/A".

The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facility, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of this bid proposal that the products or materials to be furnished as a result of this bid are free of asbestos and hazardous materials.

This Executed Bid Form shall be an attachment to the Contract. The Undersigned notifies that he is of this date duly licensed as an Idaho Public Works Contractor and further that he possesses the following as applicable:

Idaho Pu	blic Works	License:		Exp. Date:	
Idaho Cont	ractor Regis	tration:			
Dated this	(date)	day of	(month)	,(vear)	
			Respectfully	v Submitted,	
			By:(Compa	ny Name)	
			(Compa	ny Address)	
			(City, S	tate, & Zip)	
			(Author	ized Signature)	
			(Printed	l Name & Title)	
			(Email)	Address)	
			(Teleph	one)	

PLEASE NOTE:

• No lines are to be left blank

"NA" or "Not Applicable" may be used to complete empty lines

• No Bid Bond Required

END OF SECTION 00 03 00

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SECTION 00 06 00 – SPECIAL CONDITIONS

1.0 - Table of Contents

- 2.0 Bid (Scope) Packages
- 3.0 Site Access, Security, Rules & Regulations
- 4.0 Temporary Services
- 5.0 Material Handling, Parking & Scaffolding
- 6.0 Weather Protection (Heat & Cover)
- 7.0 Clean Up
- 8.0 Safety
- 9.0 Drug & Alcohol Policy
- 10.0 Storm Water Pollution Prevention
- 11.0 Supervision
- 12.0 Weekly Progress Meetings
- 13.0 Schedule
- 14.0 Change/Proposal Requests
- 15.0 Test & Inspections
- 16.0 Permits & Licensing
- 17.0 Submittals, O&M Manuals & As-Built Drawings
- 18.0 Taxes
- 19.0 Survey & Layout
- 20.0 Qualifications of Personnel
- 21.0 Warranty
- 22.0 Right of Joint-Check Payment
- 23.0 Slab Protection

2.0 – Bid (Scope) Packages

2.1 – The scope of work in each bid package will become part of the bidder's contract. <u>The scope of each bid package must be bid in its entirety</u>. Any qualifications, exceptions, clarifications, or exclusions to one's bid may disqualify their proposal with the exception of the VE Options items identified on the Bid Form and in the Instructions to Bidders Spec Section 00 01 00.

2.2 -<u>All Subcontractors</u> will be accountable for the requirements of these Special Conditions.

3.0 – Site Access, Security, Rules & Regulations

3.1 – All visitors sponsored by the Owner, Architect/ Engineer, CM/GC, Subcontractors, or Unions must check in with the Superintendent and must follow all project rules and regulations. Each Subcontractor is to keep a strict attendance list of who is approved to be on site and when they are on site.

3.2 – Any unauthorized personnel on site will be considered as a trespasser, and the appropriate authorities will be contacted. The last subcontractor on site each day is responsible for completing project lock-up.

3.3 – A normal work week for this project will consist of a 40-hour Monday-Friday work schedule. Any time required by a subcontractor outside of a normal work week will require a 48-hour advanced notification.

3.4 – **Additional School Requirements**: All personnel will need to abstain from the use of profanity. The CM's Superintendent may ask those using inappropriate language to leave the site. Smoking will not be permitted at any time. Music will not be permitted to be played on site. Construction personnel will not be permitted to have any interaction with the students or faculty.

3.5 – Additional School Requirement: All contractors will be required to check the **state's sex offender registry** for all of their personnel assigned to this project. Any person listed in this registry will not be permitted to work on this project. Within the specifications is a **Form #ID Statute 33-512(16).** Each contractor will need to sign and provide a copy to the CM/GC prior to arriving on site. The form will need to be updated and sent to the CM at quarterly intervals throughout the course of the project.

4.0 – Temporary Services

4.1 – Services provided by Bateman-Hall will consist of the following: Temporary sanitary facilities, temporary power to central locations only, and dumpsters for miscellaneous construction debris only. Temporary general building lighting will be provided (under the Electrical Package) but trade specific task lighting will be by each contractor.

4.2 – Large amounts of construction debris such as concrete, masonry block, demolition work, pallets, boxes, and other large packaging materials will be the subcontractor's responsibility to provide proper disposal of into their own containment systems whether on-site or off-site.

5.0 - Material Handling, Parking & Scaffolding

5.1 – All Contractors will be fully responsible for their own materials. This includes the off-loading, relocating, storage, protection, security, etc. For on-site storage, Bateman-Hall's superintendent is to be notified prior to the arrival of all materials for coordination of the laydown area. All deliveries are to be coordinated in the Weekly Coordination meetings.

5.2 – Bateman-Hall and/or Pocatello/Chubbuck School District 25 is not responsible for unloading material. A \$500/HR minimum fee will be back-charged to all Subcontractors and/or Suppliers not performing their own unloading.

5.3 – All off-site storage will need to be kept in a bonded and certified warehouse, the CM/GC and/or owner may inspect for verification and properly labeled prior to payment.

5.4 – Parking areas are to be coordinated with the CM/GC. Parking may be limited, and the CM/GC & Owner are not responsible for lost, damaged or stolen material, equipment, vehicles, etc.

5.5 – Each subcontractor is responsible for providing hoisting, vertical transportation, and scaffolding necessary to complete subcontractor's work. Unless agreed to in writing, any hoisting, vertical transportation, or scaffolding is not to be shared.

6.0 – Weather Protection (Heat & Cover)

6.1 – Any heating, covering, and/or snow removal required to properly perform contracted work will be the responsibility of the subcontractor. Bid accordingly as these costs are expected to be part of Subcontractor's bid for their own work for all exterior finishes.

6.2 – Heating of the building once enclosed will be addressed by the CM/GC.

7.0 – Clean Up

7.1 - Daily clean-up is a must for all Subcontractors. A clean project is a safe and productive site. All construction debris must be placed in garbage cans or dumpsters at the end of each workday and areas where work was performed is to be cleared and swept.

7.2 - Subcontractors that fail to keep up on their clean-up will be billed at a rate of \$100/HR minimum fee to have this work completed for them by crews of the CM/GC's choosing.

8.0 – Safety

8.1 – Each subcontractor will be required to hold a weekly safety meeting with their own personnel and provide a copy of the meeting minutes to the site superintendent. Each subcontractor will be required to provide a copy of their safety manual to the site superintendent, which will be maintained in the onsite job trailer. Each subcontractor's Foreman will be required to attend a weekly safety meeting held by the CM/GC's Superintendent.

8.2 – Subcontractors shall implement appropriate safety measures pertaining to their work and the project, including required training, documentation, certification, establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, establishing proper notice procedures and implementing and maintaining a drug and alcohol-free workplace program to protect persons and property at the site and adjacent to the site from injury, loss, or damage.

8.3 – Before commencing work on the project, a **Job Hazard Analysis (JHA's)** will be required by all Subcontractors for their scope of work. Each JHA will be turned into the CM/GC and approved prior to the start of that scope of work. JHA's shall include, as a minimum, subcontractor's work activities, the hazards associated with the activities and how each activity hazard will be safely addressed in both PPE requirements and course of actions. Documented training forms shall accompany each JHA assuring that all personnel working have been trained for the associated hazards involved.

8.4 – Subcontractors shall require all employees and sub tier employees to wear proper construction attire entailing hard hats and bright colored shirts or vests when on the job site, as a minimum.

8.5 – Each Subcontractor will be required to provide MSDS (Material Safety Data Sheets) for all products that may be used for their work.

8.6 – If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the subcontractor, the subcontractor's sub-subcontractors or anyone directly or indirectly employed by them, the subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of their hazardous communications plan as well as all MSDS pertaining to the project to the Contractor in sufficient detail and time to permit compliance with the law.

The Subcontractor Shall give prompt written notice to the Superintendent of:

8.6.1 – Any accident involving bodily injury requiring a physician's care,

8.6.2 - Any property damage exceeding Five Hundred Dollars (\$500.00) in value or,

8.6.3 - Any Failure that could have resulted in serious bodily injury, whether or not such an injury was sustained.

8.7 - A detailed written report shall be furnished if requested by the CM/GC.

8.8 – Prevention of accidents at the site is the responsibility of all persons and entities at the site. Establishment of a safety program by the CM/GC shall not relieve the subcontractor or other parties of

their safety responsibilities. Each subcontractor shall establish its own safety program implementing safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction and by the CM/GC and Owner, including, but not limited to, requirements imposed by the Subcontract Documents.

8.9 – Each subcontractor shall comply with the reasonable recommendations of insurance companies having an interest in the Project.

8.10 - Bateman-Hall may stop any part of the contract work which they deem unsafe until corrective measures shall have been taken place. Bateman-Hall's failure to stop the subcontractor's unsafe practices shall not relieve the subcontractor of the responsibility, therefore.

8.11 – Subcontractors agree to comply in all respects with federal, state, and local law applicable to the prosecuting of Work under this Agreement, including such specific laws to which subcontractors are bound by the Contract Documents. Such compliance shall include, but not be limited to, the maintenance of a drug-free and alcohol-free workplace as such laws and others may apply.

The subcontractor's failure to comply with federal, state, and local law applicable to the prosecution of Work under this Agreement shall be grounds for withholding of payment and/or termination for default of this Agreement. Compliance will be strictly enforced.

8.12 -Use of telephones can be a distraction to the safe performance of the Work. Use of telephones for personal use – including mobile phones – is prohibited on the jobsite during work time.

8.13 - Listening to music can be a distraction to the safe performance of the Work. Listening to music is prohibited on the jobsite during work time.

8.14 - All traffic control, signage; barricading, etc. as required to perform work is the responsibility of the subcontractor performing the work.

8.15 – All subcontractors are strongly encouraged to familiarize themselves with OSHA's Silica Dust Requirements. Compliance will be strictly enforced.

8.16 – Covid-19 (or similar) safe work requirements may be anticipated for this project. Current guidelines for safe work practices implemented by local, state, and federal jurisdictions will be followed and adhered to at the jobsite and may be subject to change as each of the aforementioned jurisdiction requirements change throughout the timeline of the project. Each subcontract will be required to comply.

8.17 – Any OSHA fines levied against the CM/GC and/or the Owner as a result of a subcontractor's actions or inactions will be treated as a deductive change order to that subcontractor's contract amount.

9.0 – Drug & Alcohol Policy

9.1 – Drug and Alcohol Abuse at the job site will not be tolerated. Drug and Alcohol Abuse means being under the influence of illegal drugs and/or alcohol while at the job site; it also means being at the job site while in the possession of illegal drugs.

9.2 – Workers who engage in Drug and Alcohol Abuse at the job site jeopardize the safety of themselves and other workers. Subcontractors shall be responsible for the investigation and, if necessary, discipline of its employee(s) who are suspected of Drug and Alcohol Abuse.

9.3 - If a subcontractor foreman cannot be found, subcontractor grants CM/GC's superintendent with the authority to dismiss that worker from the site until Subcontractor's foreman is located and subcontractor can conduct its investigation.

10.0 – Storm Water Pollution Prevention

10.1 – The Site Subcontractor will have primary responsibility to implement and maintain the storm water pollution prevention plan. However, each subcontractor will also be held responsible to obey and abide by all EPA regulations and SWPPP specific for this project. Any damage by a subcontractor to the installed protection systems will be the responsibility of the subcontractor involved to correct or replace. Each subcontractor will be required to attend a SWPPP pre-construction meeting and to sign a SWPPP certification form prior to working on site.

11.0 – Supervision

11.1 – Each subcontractor is required to have a competent on-site Supervisor or Foreman approved by the CM/GC's superintendent. The on-site Supervisor is to be present on-site for all work performed for the subcontractor's bid package. This Supervisor must be able to competently address day-to-day issues and be in contact daily with the CM/GC's Superintendent. Once approved, this person cannot be changed without prior approval from the CMGC's Superintendent.

12.0 – Weekly Progress Meetings

12.1 – All subcontractors working on the site will be required to attend a weekly coordination meeting in the on-site office. These meetings will be essential for scheduling day-to-day work activities and coordination with the other subcontractors working on the project. Each weekly meeting will also discuss project safety and storm water pollution prevention.

13.0 – Schedule

13.1 – Time is of the essence for this project. All bids shall be based on the ability to meet the schedule, supply required material, manpower, supervision, and equipment and coordinate with other trades. Your bid proposal shall include any required or needed lead times and special durations for review. Any additional material, labor, supervision, equipment, coordination, and material escalation fees are to be included in the bid. All additional costs to accelerate work, material deliveries, or equipment to meet the schedule shall be included in the bid. Do not bid if you cannot make the dates.

13.2 – <u>Each subcontractor will be required to provide specified scheduling information necessary to</u> maintain the Master Project Schedule and to meet the milestone completion dates as identified on the Bid Form

13.3 – Further coordination and scheduling between subcontractors, suppliers and Bateman-Hall is required to produce an acceptable schedule to the Owner. Subcontractors shall guarantee that they will meet all schedule objectives as stated on the bid form and in the master construction schedule.

13.4 – The overall schedule of the project will be maintained and updated regularly in the job site trailer. Schedules will not be sent out to individual subcontractors. Project Milestone dates have been included on the Bid Form and are the primary basis for completion dates of selected aspects of the project. Sequencing of the project may be such that subcontractors should anticipate multiple mobilizations for their scope of work.

13.5 – Each subcontractor will be required to keep up with the schedule, which will be discussed during each weekly progress meeting. Subcontractors that fall behind schedule will be required to take necessary and timely action to improve work progress as per the General Conditions. This action may require

increased work forces, extra equipment, extra shifts, or other actions. Should the subcontractor refuse or neglect to take action, the CM/GC may take necessary action at the subcontractor's expense. No time extensions will be given for weather delays.

13.6 – <u>Subcontractors and Suppliers are strongly encouraged to order materials upon submittal approval</u> to avoid any delays in the supply chain. Expedited Fees for material deliveries in support of the Construction Schedule will be the responsibility of the Subcontractor.

14.0 - Changes/Proposal Requests

14.1 – The of Work shall be subject to change by additions, deletions, or revisions thereto by the Owner and/or CM/GC. Subcontractors will be notified of such changes by receipt of additional and/or revised drawings, specifications, exhibits or other written notification.

14.2 – If upon receipt of any notification, a subcontractor considers that a change could affect its costs of performing the work or upon the schedule for performance of the work, subcontractor is obligated to inform CM/GC in a timely manner and within the timeframe stated within the Contract.

14.3 – Subcontractor shall submit to CM/GC within (5) working days after submission of the notification. A detailed takeoff with supporting calculations, documentation, and pricing for the change, together with any requested adjustments in the schedule will be required.

14.4 – The pricing shall be itemized and shall be in enough detail to permit a detailed analysis of all labor, material and equipment and shall cover all work involved in the change whether such work was deleted, added, or modified. Amounts related to subtier/vendor shall be supported in similar detail.

14.5 – Lump Sum single price changes will not be accepted.

14.6 – Subcontractors OH&P shall be limited to 10% on their own work and 5% for work of a subtier subcontractor.

15.0 – Testing & Inspections

15.1 – The Owner will retain the services of a Testing Agency to perform testing, special inspections, & document compliance for soils, concrete, and structural steel. Costs of corrective action or retesting due to unsatisfactory work will be the sole responsibility of the subcontractor.

15.2 – State and local required inspections, outside of the above, shall be by the subcontractor. Results shall be forwarded to the CM/GC upon receipt.

15.3 – Front line inspections and quality control procedures remain the direct responsibility of each subcontractor for their scope of work.

16.0 – Permits & Licensing

16.1 – The Owner will purchase the general building permit. All other permits & fees (state, local or other) will be the responsibility of the subcontractors and are to be included in their proposals.

16.2 – All subcontractors will be required to have an Idaho Publics Works Contractors License and Idaho Contractor's license <u>prior to bidding</u> this project.

17.0 - Submittals, O&M Manuals and As-Built Drawings

17.1 – All submittals need to be submitted to the CM/GC's office within 20 days after contract award. All subcontractors will be required to e-mail submittals in a digital organized format. Faxed or disorganized submittals will not be accepted. Samples will need to be mailed to the B-H office.

17.2 – O&M manuals are not to wait until project completion. These are to be submitted as early in the project as possible. One hard copy and one digital copy will be required. Organization is a must. Warranties will need to be submitted with O&M manuals, and all warranty periods will not begin until substantial completion as noted in the documents.

17.3 – Each subcontractor is to maintain a set of as-built drawings for their scope of work. This will also need to be updated in the CM/GC's on-site job trailer on a regular basis. The Superintendent may ask to review a subcontractor's as-builts at any time, and if found deficient, subcontractor's payment may be held. Be sure to closely review the specifications for submittal and O&M requirements.

18.0 – Taxes

18.1 – All subcontractors and suppliers are responsible for paying **Idaho State sales tax**. Sales tax is to be included in their base bid proposal. No change orders will be given for sales tax.

19.0 – Survey & Layout

19.1 – The site contractor will be responsible to hire a professional surveyor to provide all needed site surveying also to include light poles bases, building elevations, building corners, & building gridlines for other trades to use.

19.2 – All subcontractors will be responsible for the layout of their own work.

20.0 – Qualifications of Personnel

20.1 – Subcontractor shall be responsible for selecting personnel who are well qualified to perform the required Work.

20.2 – All subcontractor personnel entering the project shall conform to all security regulations and other regulations, rules and law which may be in effect during the period of this Agreement.

20.3 – Subcontractor shall promptly comply with CM/GC's and/or Owner's request to remove from the worksite any worker performing work on behalf of the subcontractor who is found to be in violation of the terms of this Agreement.

20.4 – At all times during the performance of this Agreement and until the Work is completed and accepted, subcontractor shall directly supervise its work through a competent on-site foreman.

20.5 – Subcontractor agrees that failure of its on-site foreman to attend the weekly Superintendent Coordination Meeting and Safety Meeting will make it subject to the terms of default specified in this Agreement.
21.0 – Warranty

21.1 – Specific warranty requirements are covered in the specifications and contract documents. It noted here that all warranties will not start before the Substantial Completion Date. The Substantial Completion Date will be the starting point of warranties.

22.0 – Right of Joint Check Payment

22.1 – Bateman-Hall, at its option, may make any payment due by check payable jointly to subcontractor and any of its Subcontractors or suppliers who have performed Work or furnished materials under this Agreement.

23.0 – Slab Protection

23.1 – No satisfactory chemical or cleaning procedure is available to remove petroleum stains from the concrete surface. Prevention is therefore essential. In addition to the food and drink requirements already noted in section 5.3 above, **It shall be the responsibility of all trades to protect the exposed floor slabs** by adhering to the following requirements:

23.1.1 – Protect all slabs or finish surfaces from any and all damage. Protect any adjacent surfaces from any damage from work activities.

23.1.2 – All hydraulic powered equipment must be diapered and have white non-marking tires to avoid staining the concrete.

23.1.3 – No trade will park vehicles on any inside slabs. If necessary, to complete their scope of work, drop clothes will be placed under vehicles at all times.

23.1.4 – No pipe cutting machine will be used on any inside floor slabs.

23.1.5 – Steel will not be placed on interior slab to avoid rust staining.

23.1.6 – Fire line testing (or any other waterline testing) will not be permitted directly onto any slabs or sidewalks.

END OF SECTION 000600

GENERAL: Provisions of the Contract, including General and Special Conditions and other Division 0 Specification Sections, apply to this Section.

Executive Order 11246: Equal Employment Opportunity

During the performance of this contract, the contractor and subcontractors agrees as follows:

- 1. The contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor and subcontractors will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor and subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 2. The contractor and subcontractors will, in all solicitations or advertisements for employees placed by or on behalf of the contractor and subcontractors, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- 3. The contractor and subcontractors will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor and subcontractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4. The contractor and subcontractors will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5. The contractor and subcontractors will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 6. In the event of the contractor and/ or subcontractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or part and the contractor and/or subcontractors may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 7. The contractor and subcontractors will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction

by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- 8 The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That* if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
- 9. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
- 10. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor or subcontractors debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

END OF SECTION 00 07 10

AIA[®] Document A401[™] – 2017

Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the ***Day*** day of ***Month*** in the year ***Year*** (*In words, indicate day, month and year.*)

BETWEEN the Contractor: (Name, legal status, address and other information)

Bateman-Hall, Inc. P.O. Box 1464

Idaho Falls, ID 83403 208-523-2681 208-524-4435

and the Subcontractor: (*Name, legal status, address and other information*)

Company *Physical Address* *Physical City, State, Zip* *Office Phone* *Fax*

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated: June 23, 2023

with the Owner: (Name, legal status, address and other information)

Pocatello/Chubbuck School District No. 25 3115 Pole Line Rd. Pocatello, ID 83201

for the following Project: (*Name, location and detailed description*)

Highland High School Rebuild Project 1800 Bench Rd. Pocatello, ID 83201

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor, upon written request by the Subcontractor.

The Architect for the Project: (*Name, legal status, address and other information*)

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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. And 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.

Architectural Design West PC, dba Design West Architects 255 S 300 W Logan, UT 84321 (435) 752-7031

The Contractor and the Subcontractor agree as follows.

TABLE OF ARTICLES

- 1 THE SUBCONTRACT DOCUMENTS
- 2 MUTUAL RIGHTS AND RESPONSIBILITIES
- 3 CONTRACTOR
- 4 SUBCONTRACTOR
- 5 CHANGES IN THE WORK
- 6 CLAIMS AND DISPUTES
- 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT
- 8 THE WORK OF THIS SUBCONTRACT
- 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 10 SUBCONTRACT SUM
- 11 PAYMENTS
- 12 INSURANCE AND BONDS
- 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS
- 14 MISCELLANEOUS PROVISIONS
- 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications to the Prime Contract, whether issued before or after the execution of this Agreement, in accordance with the provisions of Article 5; (4) other documents listed in Article 15 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement, in accordance with the provisions of Article 5. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein.

§ 1.2 The Subcontract Documents form the Subcontract for Construction. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications to the Prime Contract or Modifications to this Subcontract issued subsequent to the execution of this Agreement, appears in Article 15.

§ 1.3 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201[™]–2017, General Conditions of the

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Contract for Construction (as modified for this project).

§ 1.4 The Subcontract may be amended or modified only by a Modification to this Subcontract. A Modification to this Subcontract is a written amendment to this Agreement signed by both parties, or as otherwise described in, and in accordance with the provisions of, Article 5.

§ 1.5 The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, (2) between the Owner and the Subcontractor, or (3) between any persons or entities other than the Contractor and Subcontractor.

§ 1.6 The Contractor shall make the Subcontract Documents available to the Subcontractor prior to execution of this Agreement, and thereafter, upon request. The Contractor may charge the Subcontractor for the reasonable cost to reproduce the Subcontract Documents provided to the Subcontractor.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2017 apply to this Agreement pursuant to Section 1.3 and provisions of the Prime Contract apply to the Work of the Subcontractor, the Contractor shall assume toward the Subcontractor all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor shall assume toward the Contractor all obligations and responsibilities that the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies, and redress against the Subcontractor that the Owner, under such documents, has against the Contractor, and the Subcontractor shall have the benefit of all rights, remedies, and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all Project matters requiring the Contractor's approval or authorization. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall render decisions in a timely manner and in accordance with the Contractor's construction schedule.

§ 3.2 Services Provided by the Contractor

§ 3.2.1 The Contractor shall cooperate with the Subcontractor in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Work and shall review, and expedite written responses to, submittals made by the Subcontractor in accordance with Section 4.2.3 and Article 5. Scheduling will be as per Article 9.2.

§ 3.2.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Except as previously agreed upon, additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor shall be reimbursed by the Contractor.

§ 3.3 Communications

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§ 3.3.1 The Contractor shall promptly make available to the Subcontractor information, including information received from the Owner, that affects the performance of this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.3.2 The Contractor shall not give instructions or orders directly to the Subcontractor's employees or to the Subcontractor's Sub-subcontractors or suppliers unless such persons are designated as authorized representatives of the Subcontractor.

§ 3.3.3 The Contractor shall permit the Subcontractor to request information directly from the Architect regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor.

§ 3.3.4 If hazardous materials or substances are being used on the site by the Contractor, a subcontractor, or anyone directly or indirectly employed by them (other than the Subcontractor), and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Contractor shall, prior to delivery to the Project site or exposure of the Subcontractor's employees to such material or substance, give notice of the chemical composition thereof to the Subcontractor in sufficient detail and time to permit the Subcontractor's compliance with such laws.

§ 3.3.5 The Contractor shall promptly notify the Subcontractor of any fault or defect in the Work under this Subcontract or nonconformity with the Subcontract Documents.

§ 3.3.6 The Contractor shall furnish to the Subcontractor within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor to evaluate, give notice of or enforce mechanic's lien rights.

§ 3.3.7 If the Contractor asserts a Claim against, or defends a Claim by, the Owner that relates to the Work of the Subcontractor, the Contractor shall promptly make available to the Subcontractor all information relating to the portion of the Claim that relates to the Work of the Subcontractor.

§ 3.3.8 Subcontractor agrees to notify Contractor at least one week prior to filing a lien, as a form of possible resolution.

§ 3.4 Claims by the Contractor

§ 3.4.1 Liquidated damages, if provided for in the Prime Contract, shall be assessed against the Subcontractor only to the extent caused by the Subcontractor or any person or entity for whose acts the Subcontractor may be liable, and in no case for delays or causes arising outside the scope of this Subcontract.

§ 3.4.2 The Contractor's Claims for the costs of services or materials provided due to the Subcontractor's failure to execute the Work shall require

- .1 two days' notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.5 Contractor's Remedies

If the Subcontractor defaults or neglects to carry out the Work in accordance with this Agreement and fails with two working days after receipt of notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, without prejudice to other remedies the Contractor may have, remedy such default or neglect and withhold, in accordance with Section 11.1.7.2, the reasonable cost thereof from current or future payments due the Subcontractor. If payments due to the Subcontractor are not sufficient to cover such amounts, the Subcontractor shall pay the difference to the Contractor.

ARTICLE 4 SUBCONTRACTOR

§ 4.1 General

The Subcontractor is the person or entity identified as such in this Agreement and is referred to throughout the Subcontract Documents as if singular in number. The Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Subcontractor shall designate in writing a representative who shall have express authority to act on the Subcontractor's behalf with respect to the Project. The term "Subcontractor" means the Subcontractor or the Subcontractor's authorized representative.

§ 4.2 Execution and Progress of the Work

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§ 4.2.1 For all Work the Subcontractor intends to subcontract, the Subcontractor shall enter into written agreements with Sub-subcontractors performing portions of the Work of this Subcontract by which the Subcontractor and the Sub-subcontractor are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor and Subcontractor and Subcontractor have by virtue of the provisions of this Agreement.

§ 4.2.2 The Subcontractor shall supervise and direct the Subcontractor's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Work to avoid conflict, delay in, or interference with the Work of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.2.2.1 The Subcontractor shall provide the necessary manpower, materials, and equipment to start and maintain progress through the completion of their scope of work as outlined in the Contractor's regularly updated schedule that represents compliance with the timeline provided in the Prime Contract.

§ 4.2.3 Submittals

§ 4.2.3.1 The Subcontractor shall submit Shop Drawings, Product Data, Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors.

§ 4.2.3.2 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Subcontractor represents to the Contractor that the Subcontractor 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 Subcontract Documents.

§ 4.2.4 The Subcontractor shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

§ 4.2.5 The Subcontractor agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor that does not conform to the Subcontract Documents. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor if consistent with the intent expressed in the Prime Contract.

§ 4.2.6 The Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.2.7 The Subcontractor shall take necessary precautions to properly protect the work of the Contractor, Separate Contractors, and other subcontractors from damage caused by operations under this Subcontract.

§ 4.2.8 The Subcontractor shall cooperate with the Contractor, other subcontractors, the Owner, and Separate Contractors whose work might affect the Subcontractor's Work. The Subcontractor shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor and that of the Contractor, other subcontractors, the Owner, or Separate Contractors.

§ 4.3 Permits, Fees, Notices, and Compliance with Laws

§ 4.3.1 The Subcontractor shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor shall secure and pay for permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Work, the furnishing of which is required of the Contractor by the Prime Contract.

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§ 4.3.2 The Subcontractor shall comply with Federal, state, and local tax laws; social security acts; unemployment compensation acts; and workers' compensation acts, insofar as applicable to the performance of this Subcontract.

§ 4.4 Safety Precautions and Procedures

§ 4.4.1 The Subcontractor shall take reasonable safety precautions with respect to performance of this Subcontract. The Subcontractor shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, for the safety of persons and property, in accordance with the requirements of the Prime Contract. The Subcontractor shall notify the Contractor within three days of an injury to an employee or agent of the Subcontractor which occurred at the site.

§ 4.4.2 If hazardous materials or substances are being used on the site by the Subcontractor, the Subcontractor's Subsubcontractors, or anyone directly or indirectly employed by them, and they are a type of hazardous material or substance of which an employer is required by law to notify its employees, the Subcontractor shall, prior to delivery to the Project site or exposure of the Contractor, other subcontractors, and other employers on the site to such material or substance, give notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with the laws by the Contractor, other subcontractors, and other employers on the site.

§ 4.4.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's reasonable additional costs of demobilization, delay, and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

§ 4.4.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, 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 4.4.3 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 4.4.5 The Subcontractor shall reimburse the Contractor for the cost and expense the Contractor incurs (1) for remediation of a hazardous material or substance brought to the site and negligently handled by the Subcontractor or (2) where the Subcontractor fails to perform its obligations under Section 4.4.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4.6 Bateman-Hall, Inc. requires <u>all</u> Contractors, Subcontractors, Subcontractors' employees, and Sub-Subcontractors to wear bright colored shirts or vests and hard hats when on the job site.

§ 4.5 Cleaning Up

§ 4.5.1 The Subcontractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor shall not be held responsible for conditions caused by other contractors or subcontractors.

§ 4.5.2 As provided under Section 3.4.2, if the Subcontractor fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor for the Subcontractor's appropriate share of cleanup costs.

§ 4.6 Warranty

§ 4.6.1 The Subcontractor warrants to the Owner, Architect, and Contractor that materials and equipment furnished

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

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

§ 4.7 Indemnification

§ 4.7.1 To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Owner, Contractor, 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 attorney's fees, arising out of or resulting from performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, 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. In addition to the indemnities provided in this subcontract agreement, the Subcontractor hereto does agree to hold harmless and indemnify and defend Contractor against any and all claims or liabilities of any nature arising out of or in connection with the performance of Subcontractor's work or duties. Further, Subcontractor shall hold harmless and indemnify General Contractor of all contractor. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.7.

§ 4.7.2 In claims against any person or entity indemnified under this Section 4.7 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 4.7.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor, or the Subcontractor's Sub-subcontractor's Sub-sub

§ 4.8 Remedies for Nonpayment

If the Contractor does not pay the Subcontractor through no fault of the Subcontractor, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor may, without prejudice to any other available remedies, upon seven additional days' notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's reasonable costs of demobilization, delay, and remobilization.

§ 4.9 Professional Services Provided by Subcontract

§ 4.9.1 The Subcontractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Subcontract Documents or unless the Subcontractor is required to provide such services in order to carry out the Subcontractor's responsibilities for its own construction means, methods, techniques, sequences, and procedures. The Subcontractor shall not be required to provide professional services in violation of applicable law.

§ 4.9.2 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Subcontractor by the Subcontract Documents, the Contractor will provide

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all performance and design criteria that such services must satisfy to the extent the Contractor has received such performance and design criteria from the Owner and Architect under the terms of the Prime Contract.

§ 4.9.3 If professional design services or certifications by a design professional are required because of means, methods, techniques, sequences, or procedures required by the Contractor and related to the Work of the Subcontractor, the Contractor will provide all performance and design criteria that such services must satisfy.

§ 4.9.4 The Subcontractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the performance and design criteria received from the Contractor under this Section 4.9.

§ 4.9.5 The Subcontractor shall cause the professional services performed under this Section 4.9 to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed by such design professional shall bear the professional's written approval when submitted to the Contractor. The Contractor shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals, provided the Contractor has provided to the Subcontractor all performance and design criteria required by this Section 4.9.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of a Modification to the Prime Contract issued subsequent to the execution of this Agreement, the Contractor shall promptly notify the Subcontractor of such Modification. Unless otherwise directed by the Contractor, the Subcontractor shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions, or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, with the Subcontract Sum and the Subcontract Time adjusted accordingly. The Subcontractor, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a Claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor shall make all Claims promptly to the Contractor for additional cost, extensions of time and damages for delays, or other causes in accordance with the Subcontract Documents. A Claim which will affect or become part of a Claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such Claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's Claim must be made. Failure of the Subcontractor to make such a timely Claim shall bind the Subcontractor to the same consequences as those to which the Contractor is bound.

§ 5.4 Owner may, at any time during the progress of the Work, alter, change, subtract from or add to the plans and specifications or scope of Work without violating the Contract or the terms thereof. The overhead and profit fee for handling these changes shall be ten percent (10%) of the costs of the work added or three percent (3%) for the costs of work deducted from the original scope of work. This fee applies to the work by the Subcontractors own forces and the Subcontractors Sub forces.

§ 5.5 Proposals for change request and directives shall be returned within 7 calendar days. A complete detailed breakdown shall be required for all associated costs.

ARTICLE 6 CLAIMS AND DISPUTES § 6.2 Binding Dispute Resolution

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The method of binding dispute resolution shall be: Litigation in a court of competent jurisdiction.

§ 6.2.1 A demand for litigation shall 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 shall constitute the institution of legal or equitable litigation based on the claim.

§ 6.2.2 This agreement to litigate and any other written agreement to litigate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the litigation shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Insert A: This Article 6 shall be deemed a limitation of rights or remedies which the Subcontractor may have under Federal law, under state Mechanic's Lien laws, and under applicable Labor or Material Payment bond unless such rights or remedies are expressly permitted by the Contractor.

Insert B: In the event litigation becomes necessary under this agreement, the parties as a specific term of this contract agree to jurisdiction in either the Idaho courts, or in the courts in the state in which this project is located, and that any action may be commenced and tried in Bonneville County, Idaho or in the County in which this project is located, regardless of any other terms set forth in the General Contract with Owner, Special Conditions, Supplementary Conditions, General Conditions, specifications or other Contract Documents.

§ 6.4 Waiver of Claims for Consequential Damages

The Contractor and Subcontractor waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7. Nothing contained herein shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Agreement.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 Termination by the Subcontractor

The Subcontractor may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor for any reason which is not the fault of the Subcontractor, the Subcontractor's Subsubcontractors, or their agents or employees or other persons or entities performing portions of the Work under contract with the Subcontractor, the Subcontractor shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, as well as reasonable overhead and profit on work not executed and costs incurred by reason of such termination.

§ 7.2 Termination by the Contractor

§ 7.2.1 Termination for Cause

If the Subcontractor repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a two-day period after receipt of notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontract Sum exceeds the expense of finishing the Subcontractor's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor. If such expense and damages exceed the unpaid balance of the Subcontract Sum, the Subcontractor shall pay the difference to the Contractor.

§ 7.2.2 Termination for Convenience

§ 7.2.2.1 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver notice to the Subcontractor.

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

§ 7.2.2.3 Upon receipt of notice of termination, the Subcontractor shall

.1 cease operations as directed by the Contractor in the notice;

.2 take actions necessary, or that the Contractor 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 Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.3 Suspension by the Contractor for Convenience

§ 7.3.1 The Contractor may, without cause, order the Subcontractor in writing to suspend, delay, or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 The Subcontract Time and Subcontract Sum shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 7.3.1. Adjustment of the Subcontract Sum shall include profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent that

.1 performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Subcontractor is responsible; or

.2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 Assignment of the Subcontract

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201–2017 provided the Owner accepts the assignment by notifying the Contractor and Subcontractor.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract.

ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. (Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications, and accepted alternates.)

TO COMPLETE: *Description*

You are to order any materials that could be impacted by price increases. Requests for adjustments to the contract due to material price increase will not be accepted, nor will time extension for material delivery delay be allowed.

Per Prime Contract, Plans, Specifications, Addenda (*Addenda & Dates*), General Conditions, Supplemental Conditions, General Requirements (As well as requirements included in the Contract between Owner and General Contractor), State and local codes and all OSHA Standards, EPA and DEQ Requirements, Tax Included (If Applicable). Subcontractor Required to abide by all EPA requirements in connection with NPDES, SWPPP, and SWMP. Subcontractor will be liable for proper disposal of all materials that may be removed from site in a legal manner. Subcontractor will be liable for all fines that may be levied for violation for any of the above stated requirements.

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ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 The date of commencement of the Subcontractor's Work shall be:

Commencement

If a date of commencement of the Subcontractor's Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 9.2 Subcontract Time

§ 9.2.1 The Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontract Time shall be measured from the date of commencement of the Subcontractor's Work. Substantial Completion shall mean the same as Project Substantial Completion.

§ 9.2.2 Subject to adjustments of the Subcontract Time as provided in the Subcontract Documents, the date of substantial completion shall be:

Substantial/Deliverv

§ 9.2.3 [Paragraph Deleted]

§ 9.2.4 Subcontractor shall be responsible to maintain progress as directed by the Contractor. Liquidated damages of this Contract are as per the Prime Contract. Subcontractor shall be notified in writing of delays that will cause liquidated damages to be assessed against this Subcontract at the time the delays occur.

§ 9.3 With respect to the obligations of both the Contractor and the Subcontractor, time is of the essence of this Subcontract.

§ 9.4 No extension of time will be valid without the Contractor's written consent after a Claim is made by the Subcontractor in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor the Subcontract Sum in current funds for the Subcontractor's performance of the Subcontract. The Subcontract Sum shall be:

***Written Price* Dollars**

(*Contract Price*),

subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 Alternates § 10.2.1 Alternates, if any, included in the Subcontract Sum: *Alternates*

§ 10.2.2 [Paragraph Deleted]

§ 10.3 Unit prices, if any: *Unit Prices*

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§ 10.4 Allowances, if any, included in the Subcontract Sum: *Allowances*

ARTICLE 11 PAYMENTS § 11.1 Progress Payments § 11.1.1 Based upon Applications for Payment submitted to the Contractor by the Subcontractor, corresponding

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to Applications for Payment submitted by the Contractor to the Architect, and Certificates for Payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor for which payment was made to the Contractor by the Owner or to the Subcontractor by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor for breach of trust, or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor for breach of the requirements of this provision.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided an application for payment (percentage complete report) is received by the Contractor not later than the **Twentieth (20th)** day of a month, the Contractor shall include the Subcontractor's Work covered by that application in the next Application for Payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a Certificate for Payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, the Contractor shall pay the Subcontractor, on demand, a progress payment computed as provided in Sections 11.1.7, 11.1.8, 11.1.9 and 11.2.

§ 11.1.4 If the Subcontractor's Application for Payment is received by the Contractor after the application date fixed above, the Subcontractor's Work covered by it shall be included by the Contractor in the next Application for Payment submitted to the Architect.

§ 11.1.5 The Subcontractor shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Each subsequent Application for Payment shall be based upon the most recent schedule of values submitted by the Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's Work and be prepared in such form and supported by such data to substantiate its accuracy as the Contractor may require, and unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Applications for Payment

§ 11.1.6 Applications for payment submitted by the Subcontractor shall indicate the percentage of completion of each portion of the Subcontractor's Work as of the end of the period covered by the application for payment. Upon review and approval by the contractor, the percentages shall be entered into a billing format which will be sent to the subcontractor at or near the end of the month.

§ 11.1.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as follows:

- § 11.1.7.1 The amount of each progress payment shall first include:
 - .1 That portion of the Subcontract Sum properly allocable to completed Work:

.2 That portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing; and
.3 The amount, if any, for changes in the Work that are not in dispute and have been properly authorized by the Contractor, to the same extent provided in the Prime Contract, pending a final determination by the Contractor of the cost of changes in the Subcontractor's Work, even though the Subcontract Sum has not yet been adjusted.

^{§ 11.1.7.2} The amount of each progress payment shall then be reduced by: .1 The aggregate of previous payments made by the Contractor;

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.2 The amount, if any, for Work that remains uncorrected and for which the Contractor has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017 for a cause that is the fault of the Subcontractor;

.3 For Work performed or defects discovered since the last payment application, any amount for which the Contractor may withhold payment in whole or in part, as provided in Article 9 of AIA Document A201-2017, for a cause that is the fault of the Subcontractor; and

.4 Retainage withheld pursuant to Section 11.1.8 of this Agreement.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to substantial completion, the Contractor may withhold the following amounts as retainage from the payment otherwise due:

5% (Five Percent)

§ 11.1.8.1.1 [Paragraph Deleted]

§ 11.1.8.2 [Paragraph Deleted]

§ 11.1.9 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Application for Payment, the Contractor shall provide notice to the Subcontractor. If the Subcontractor disputes the Contractor's decision regarding a Subcontractor's Application for Payment in whole or in part, the Subcontractor may submit a Claim in accordance with Article 6. When the basis for the disapproval has been remedied, the Subcontractor shall be paid the amounts withheld.

§ 11.1.10 Provided the Contractor has fulfilled its payment obligations under the Subcontract Documents, the Subcontractor shall defend and indemnify the Contractor and 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 of the Subcontractor's subcontractors, suppliers, or vendors of any tier. Upon receipt of notice of such lien claim or other claim for payment, the Contractor shall notify the Subcontractor. If approved by the applicable court, when required, the Subcontractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 11.2 Substantial Completion

When the Subcontractor's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor, make prompt Application for Payment for such Work. Within 30 days following issuance by the Architect of the Certificate for Payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor, deducting any portion of the funds for the Subcontractor's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor. Such payment to the Subcontractor shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor, will reduce the retainage on the Subcontractor's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

§ 11.3 Final Payment

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§ 11.3.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor when the Subcontractor's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a Certificate for Payment covering the Subcontractor's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a Certificate for Payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

(Insert provisions for earlier final payment to the Subcontractor, if applicable.)

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Before final payment will be made, the following items are required to be in the office of Bateman-Hall, Inc. within fifteen (15) days after Subcontractor's Work is complete or the date of final completion, whichever occurs first; all warranties, guarantees, as-built drawings and closeout documents.

§ 11.3.2 Before issuance of the final payment, the Subcontractor, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Work have been satisfied. Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by the Subcontractor, except those previously made in writing and identified by the Subcontractor as unsettled at the time of final Application for Payment.

§ 11.4 [Paragraph Deleted]

ARTICLE 12 INSURANCE AND BONDS

§ 12.1 Subcontractor's Required Insurance Coverage

§ 12.1.1 The Subcontractor shall purchase and maintain the following types and limits of insurance, from a company or companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, as will protect the Subcontractor from claims that may arise out of, or result from, the Subcontractor's operations and completed operations under the Subcontract:

§ 12.1.1.2 Commercial General Liability Insurance shall be written with limits of liability not less than the following:

\$1,000,000	Any One Occurrence (Coverage A-Bodily Injury and Property Damage)
\$ 50,000	Damage to Rented Premises
\$ 5,000	Medical Expense
\$1,000,000	Any One Person or Organization (Coverage B-Personal and Advertising Injury)
\$2,000,000	General Aggregate
\$2,000,000	Products – Completed Operations Aggregate

Coverage to be written on an "Occurrence" Basis. Subcontractor's insurance shall include Bateman-Hall, Inc., the Project Owner, and any other party to whom Bateman-Hall, Inc. owes protection as an Additional Insured with a Waiver of Subrogation on the Subcontractor's insurance policies. The Additional Insured coverage shall be primary and noncontributory including Completed Operations coverage and shall not be limited in any way (e.g. not just for "general supervision"). Any policy aggregate limits which apply shall be modified to apply to each project. Copies of the Additional Insured, Waiver of Subrogation, and Aggregate Per Projects shall be included with the Certificate of Insurance provided.

§ 12.1.1.3 Automobile Liability covering "any auto" or "[Scheduled, Hired, and Non-Owned Autos]" and written with a limit of liability not less than \$1,000,000 Combined Bodily Injury and Property Damage.

§ 12.1.1.4 Worker's Compensation and Employers Liability with limits as follows:

Worker's Compensation

Statutory Coverage of the Project Location Employers Liability: \$500,000 Each Accident \$500,000 Each Employee for Injury by Disease \$500,000 Disease Policy Limit

Workers Compensation Certificate must show coverage for the state in which the project is located.

If project is located in a monopolistic state (ND, OH, WA, WY), evidence of Stop Gap Liability coverage is required. A Waiver of Subrogation in favor of Bateman-Hall, Inc. and Owner is required. Copies of the Waiver of Subrogation and Stop Gap Liability (if applicable) endorsements shall be included with the Certificate of Insurance provided.

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§ 12.1.2 Coverages shall be maintained without interruption from the date of commencement of the Subcontractor's Work and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Prime Contract but not less than a period of two years after final acceptance by the Owner.

§ 12.1.3 [Paragraph Deleted]

§ 12.1.4 Certificates of Insurance. Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to the Subcontractor's entry to the jobsite with copies of the Additional Insured, Aggregate per Project, Waiver of Subrogation, and Stop Gap endorsements. Subsequent renewal Certificates of Insurance shall be provided prior to expiration of each of the subcontractor's policies. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor's hired by the Subcontractor's hir

§ 12.1.5 Deductibles and Self-Insured Retentions. The Subcontractor shall disclose to the Contractor any deductible or self-insured retentions applicable to any insurance required to be provided by the Subcontractor.

§ 12.1.6 Additional Insured Obligations. To the fullest extent permitted by law, the Subcontractor shall cause its commercial general liability coverage to include: (1) the Contractor, the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions during the Subcontractor's operations; and (2) the Contractor and Owner as additional insureds for claims caused in whole or in part by the Subcontractor's negligent acts or omissions for which loss occurs during the Subcontractor's completed operations. The additional insured coverage shall be primary and non-contributory to any of the Contractor's and Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ 12.1.7 Notice of Cancellation or Change in Coverage. Within three (3) business days of the date the Subcontractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Subcontract Documents, the Subcontractor shall provide notice to the Contractor of such impending or actual cancellation or expiration. Upon receipt of notice from the Subcontractor, the Contractor shall, unless the lapse in coverage arises from an act or omission of the Contractor, have the right to suspend the Work in accordance with this Agreement until the lapse in coverage has been cured by the procurement of replacement coverage by the Subcontractor. The furnishing of notice by the Subcontractor shall not relieve the Subcontractor of any contractual obligation to provide any required coverage.

§ 12.1.8 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.2 Subcontractor's Required Performance Bond and Payment Bond

§ 12.2.1 The Subcontractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(If the Subcontractor is to furnish bonds, insert the specific requirements here.)

Туре	Penal Sum(\$0.00)			
Payment Bond				
Performance Bond				

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain

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provisions identical to AIA Document A312TM, current as of the date of this Agreement.

§ 12.2.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations under this Agreement, the Subcontractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 12.3 Contractor's Insurance and Bond Obligations

§ 12.3.1 The Contractor shall furnish to the Subcontractor certificates of insurance evidencing insurance coverage required of the Contractor under the Prime Contract.

§ 12.3.2 The Contractor shall promptly, upon request of the Subcontractor, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 12.4 Builders Risk Insurance

§ 12.4.1 When requested in writing, the Contractor shall provide the Subcontractor with copies of the Builders Risk policy in effect for the Project. The Contractor shall notify the Subcontractor if the required Builders Risk insurance policies are not in effect. This section applies only to equipment and materials that become part of the project. The subcontractor is responsible to provide property coverage on their own tools and equipment.

§ 12.4.2 If the Owner or Contractor has not purchased Builders Risk Insurance satisfactory to the Subcontractor, the Subcontractor may procure such insurance as will protect the interest of the Subcontractor, its subcontractors and their subcontractors in the Subcontracted work.

§ 12.4.3 If not covered under the Builders Risk policy or any other property or equipment insurance required by the Subcontract Documents, the Subcontractor shall procure and maintain at the Subcontractor's own expense property and equipment insurance for the Subcontracted work including portions of the Subcontract Work stored off site or in transit.

§ 12.4.4 The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by perils to the extend covered by the proceeds of the insurance provided in Clause § 13.8 Builders Risk Insurance, except such rights as they may have to the insurance proceeds. The Subcontractor shall require similar waivers from its subcontractors. If not covered

§ 12.5 Waivers of Subrogation

The Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, agents, and employees, each of the other, and (2) the Owner, the Architect, the 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 provided under the Prime Contract or other property insurance applicable to the Work or to property at or adjacent to the Project site, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor's Sub-subcontractors, agents, and employees. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 12.5 shall not prohibit this waiver of subrogation, which 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 property damaged.

ARTICLE 13 TEMPORARY FACILITIES, SERVICES, EQUIPMENT AND WORKING CONDITIONS

§ 13.1 The Contractor shall furnish and make available at no cost to the Subcontractor the Contractor's temporary facilities, equipment and services, except as noted below:

All services as described in the General Conditions and Supplementary General Conditions of the

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specifications as required under temporary services and utilities. All long distance calls to be paid for by caller.

§ 13.2 The Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 13.3 Specific working conditions as noted below:

§ 13.3.1 In the event that an exposed concrete slab is a finished product for this contract, all subcontractors will be responsible to protect the concrete slabs through all phases of this contract. Storage and/or use of material and/or equipment on the slab will be allowed only with written approval from the site superintendent. Black tire equipment will not be permitted on the slab. Failure to comply with the above requirements resulting in damage or marring of the concrete slab will be restored to the original finish at the expense of responsible subcontractor.

§ 13.3.2 Subcontractor will be required to maintain qualified personnel on the project at all times that Subcontractor's Work is being accomplished under this Subcontract. Subcontractor must maintain and be liable for control and supervision of Subcontractor's employees at all times. Subcontractor shall be responsible and liable for the safety and well being of Subcontractor's employees and shall hold the Contractor harmless for any accidents or injuries sustained by the Subcontractor's employees and the Subcontractor's Sub-subcontractor's employees. Any OSHA penalties that the Contractor may be assessed for violations under this Contract shall be paid for by the Subcontractor with which the violation occurred.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 14.2 [Paragraph Deleted]

§ 14.3 [Paragraph Deleted]

§14.4 Notice

§ 14.4.1 Except as otherwise provided in Section 14.4.2, where the Subcontract 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.

§ 14.4.2 Notice of Claims 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.

§14.4.3 [Paragraph Deleted]

§ 14.4.4 In the event it is necessary for any party of this agreement to employ services of an attorney to enforce the terms of this contract, the prevailing party shall be entitled to recover a reasonable attorney's fee together with cost incurred.

§ 14.4.5 It is agreed by both parties that this agreement shall be constructed and enforced in accordance with the laws of the state of Idaho or the State which this Project is located regardless of any other terms set forth in the General Contract with Owner, Special Conditions, Supplementary Conditions, General Conditions, specifications or other Contract Documents.

§14.5 [Paragraph Deleted]

§ 14.6 The invalidity of any provision of the Subcontract Documents shall not invalidate the Subcontract or its remaining provisions. If it is determined that any provision of the Subcontract 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 Subcontract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Subcontract.

§ 14.7 [Paragraph Deleted]

§ 14.8 Bateman-Hall, Inc. requires a competent qualified person from your company, who has oversight of the onsite foreman/crew, to attend a weekly meeting that will be scheduled by Bateman-Hall's site superintendent.

ARTICLE 15 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 15.1 This Agreement is comprised of the following documents:

- .1 AIA Document A401TM–2017, Standard Form Agreement Between Contractor and Subcontractor;
- .2 Prime Agreement between the Owner and Contractor, including all exhibits thereto; and
- .3 Other documents (List other documents, if any, forming part of the Agreement.):

Attachment "A" – I-9 Certification (located at end of this contract)

This Agreement entered into as of the day and year first written above.				
Bateman-Hall, Inc.	*Company*			
(Signature) (Printed name and title) <u>ATTACHMENT "A" –</u> Contractor: *Company*	(Signature) (Printed name and title)			
Project: Highland High School Rebuild Project				
As required per the Contract Documents I (We) certify and y comply with all immigration laws, including but not limited amended and the Illegal Immigration Reform and Immigra successor statutes thereto. That I (We) have and will prop Citizenship and Immigration Services including, but not I employee. I (We) shall during the term of this contract cond any defects of deficiencies which are identified as a result of make the same representations and warranties.	warrant that at all times during this contract I (We) will to the Immigration Reform and Control Act of 1986 as ation Responsibility Act of 1996 as amended and any erly maintain all records required by the United States limited to, the maintenance of the Form I-9 for each luct an audit of the I-9 Forms and shall promptly correct of such audit. I (We) shall require all Subcontractors to			
Authorized Signature:				
Title:				

Date:

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INSURANCE CERTIFICATE REQUIREMENTS

1 COMMERCIAL GENERAL LIABILITY

\$1,000,000 Each Occurrence

- \$50,000 Damage to Rented Premises
- \$5,000 Med Exp (Any one Person)
- \$1,000,000 Personal & Adv Injury
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate

PLEASE SEND THIS LETTER AND SAMPLE CERTIFICATE TO YOUR INSURANCE AGENT WHEN REQUESTING YOUR CERTIFICATES OF INSURANCE

- Coverage to be written on an "<u>Occurrence</u>" Basis
- General Aggregate limits applicable per project
- The certificate must reference a particular project

Contractor's/Subcontractor's insurance shall include Bateman-Hall, Inc., the project Owner, and any other party to whom Bateman-Hall, Inc. may owe protection as an additional insured on the Contractor's/Subcontractor's insurance policies

- The additional insured coverage shall be primary and noncontributory
- The additional insured coverage must include Completed Operations
- The additional insured coverage shall not be limited in any way (e.g., not just for "general supervision")
 Include waiver of subrogation

A copy of the additional insured waiver of subrogation and aggregate per project endorsements must be attached to the certificate of insurance

2 AUTOMOBILE LIABILITY

\$1,000,000 Combined Bodily Injury and Property Damage

- Covering Any Auto
- or

Schedule, Hired, and Non-Owned Autos

3 Workers' Compensation and Employers' Liability

\$500,000 E.L. – Each Accident \$500,000 E.L. – Disease – Each Employee

\$500,000 E.L. – Disease – Each Employee \$500,000 E.L. – Disease – Policy Limit

Statutory Coverage for Project Location

Waiver of Subrogation where permitted by law

Stop Gap Liability endorsement for monopolistic states (ND, OH, WA, WY)

4 PROJECT INFORMATION

Project Name:Highland High School Rebuild ProjectOwner's Info:Pocatello/Chubbuck School District No. 253115 Pole Line Rd.Pocatello, ID 83201

5 SEND Certificates & Endorsement(s) to Bateman-Hall, Inc. via any of the following:

Mail: PO Box 1464 Idaho Falls, ID 83403

Fax: 208-523-1643

Email: Patti.Cole@bateman-hall.com

If you have any questions, please call Patti Cole or Randy Stanger at 208-523-2681



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/31/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITU REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	Y AND CONFERS NO EXTEND OR ALTER TE A CONTRACT B	o rights r the co etween t	UPON THE CERTIFICATE HOI VERAGE AFFORDED BY THE HE ISSUING INSURER(S), AU	LDER. THIS POLICIES JTHORIZED			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the the terms and conditions of the policy, certain policies may require an e certificate holder in lieu of such endorsement(s).	policy(ies) must be on ndorsement. A state	endorsed. ement on th	If SUBROGATION IS WAIVED is certificate does not confer r	, subject to ights to the			
PRODUCER	CONTACT Agent's Name and Phone #						
Agency Name	PHONE FAX (A/C No):						
Agency Address	E-MAIL ADDRESS:						
	INSU	IRER(S) AFFOR	RDING COVERAGE	NAIC #			
	INSURER A : ABC Insurance						
INSURED Subcontractors Name PO Box 123	INSURER B : XYZ Insu	urance					
Anywhere, ID 83402	INSURER C :						
	INSURER D :						
	INSURER E :						
COVERAGES CERTIFICATE NUMBER	INSURER F :		REVISION NUMBER				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	VE BEEN ISSUED TO OF ANY CONTRACT O ED BY THE POLICIES BEEN REDUCED BY PA	THE INSURE OR OTHER I DESCRIBEI AID CLAIMS POLICY EXP	DOCUMENT WITH RESPECT TO DOCUMENT WITH RESPECT TO D HEREIN IS SUBJECT TO ALL	ICY PERIOD WHICH THIS THE TERMS,			
A X COMMERCIAL GENERAL LIABILITY	(MM/DD/YYYY) (MM/DD/YYYY)	FACH OCCURRENCE	1.000.000			
CLAIMS-MADE X OCCUR X X ABC123456	01/01/2017	01/01/2018	DAMAGE TO RENTED PREMISES (Ea occurrence)	100,000 5,000			
		DR	PERSONAL & ADV INJURY \$	1,000,000			
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE \$	2,000,000			
POLICY X PRO- JECT LOC	WIY	- 14	PRODUCTS - COMP/OP AGG \$	2,000,000			
OTHER:	CN 0	1	\$				
AUTOMOBILE LIABILITY	RM		COMBINED SINGLE LIMIT \$	1,000,000			
A X ANY AUTO ABC123456	EO 01/01/2017	01/01/2018	BODILY INJURY (Per person) \$				
			BODILY INJURY (Per accident) \$				
A HIRED AUTOS A AUTOS			(Per accident)				
			\$ 5.00.000000000000000000000000000000000				
EXCESS LIAB			ACCRECATE S				
			AGGREGATE \$				
WORKERS COMPENSATION			X PER OTH-				
	01/01/2017	01/01/2018	E.L. EACH ACCIDENT \$	500,000			
OFFICER/MEMBER EXCLUDED?			E.L. DISEASE - EA EMPLOYEE \$	500,000			
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - POLICY LIMIT \$	500,000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Bateman Hall, Inc., Owner & Any Other Party as required by contract are included as Additional Insureds per provided form #XXXXXX on a primary & non-contributory basis. A Waiver of Subrogation on General Liability applies per provided form #XXXXX and on Workers Compensation per provided form #XXXXXX. SUBCONTRACTOR MUST PROVIDE COPIES OF ALL FORMS REFERENCED.							
CERTIFICATE HOLDER	CANCELLATION						
Bateman-Hall, Inc. REFERENCE PROJECT INFO HERE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
PO Box 1464 Idabo Falls, ID 83403	AUTHORIZED REPRESENTATIVE						
idano Falis, iD 03403	Agent's Signature						
© 1988-2014 ACORD CORPORATION. All rights reserved							

ACORD 25 (2014/01)

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AIA Document A201° – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Highland High School Rebuild Project 1800 Bench Rd. Pocatello, Idaho 83201

THE OWNER: (Name, legal status and address)

Pocatello/Chubbuck School District No. 25 3115 Pole Line Rd. Pocatello, ID 83201

THE ARCHITECT: (Name, legal status and address)

Architectural Design West PC, dba Design West Architects 255 S 300 W Logan, UT 84321

TABLE OF ARTICLES

- **GENERAL PROVISIONS** 1
- 2 OWNER
- CONTRACTOR 3
- ARCHITECT
- SUBCONTRACTORS 5
- CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- CHANGES IN THE WORK 7
- 8 TIME
- PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT

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15 CLAIMS AND DISPUTES

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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 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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1

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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 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 Contractor's Employees

Init.

1

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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

Init.

1

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 3.11Drawings, 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 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

Damage to the Work

Damages, Claims for

3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

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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 5.2.1Indemnification 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 11.1Insurance, 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 MISCELLANEOUS PROVISIONS 13

Init.

1

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Modifications, Definition of 1.1.1Modifications 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 2.1.1Owner, 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

Init.

1

Separate Contracts 6.1 Owner's Right to Stop the Work 2.4Owner'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 Project, Definition of 1.1.4 **Project Representatives**

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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 15.4.1Safety 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 2.3.3Substitutions of Materials 3.4.2, 3.5, 7.3.8 Sub-subcontractor, Definition of 5.1.2 Subsurface Conditions 3.7.4 Successors and Assigns

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8

Init. 1

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

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, 15.1.2Weather 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

Init.

1

Time Limits

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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

10

Init. 1

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 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, Subsubcontractors, 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 written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 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

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§ 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.

§ 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

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Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall 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.

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§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's

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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 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

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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 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

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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

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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 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

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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 Subsubcontractor.

§ 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 Subsubcontractors.

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§ 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

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

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

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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.

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

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As provided in Section 7.3.4. .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.

§ 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

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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.

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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.

§ 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.

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§ 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 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;
- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- damage to the Owner or a Separate Contractor; .5
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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§ 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 startup, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented

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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.

§ 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;

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- .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

- employees on the Work and other persons who may be affected thereby; .1
- .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
- other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, .3 structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

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

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

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

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a 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 (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

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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

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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 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, 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 coverage, the cost of 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

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§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, subsubcontractors, 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 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.

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§ 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 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. 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.

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

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

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

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

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The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. 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

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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.

§ 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.

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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
- The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2. .4

§ 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

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- § 14.2.1 The Owner may terminate the Contract if the Contractor
 - repeatedly refuses or fails to supply enough properly skilled workers or proper materials; .1
 - .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
 - otherwise is guilty of substantial breach of a provision of the Contract Documents. .4

§ 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:

- .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
- Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request .3 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,

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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;
- take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; .2 and
- except for Work directed to be performed prior to the effective date of termination stated in the notice, .3 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.

§ 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.

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§ 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

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

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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.

§ 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.

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§ 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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AIA[°] Document A133[°] – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the Twenty-third day of June in the year Two Thousand Twenty-Three (In words, indicate day, month, and year.)

BETWEEN the Owner: (Name, legal status, address, and other information)

Pocatello/Chubbuck School District No. 25 3115 Pole Line Rd. Pocatello, ID 83201

and the Construction Manager: (Name, legal status, address, and other information)

Bateman-Hall, Inc. 1405 Foote Drive Idaho Falls, ID 83402 Telephone Number: 208-523-2681 Fax Number: 208-524-4435

for the following Project: (Name, location, and detailed description)

Highland High School Pocatello, Idaho

The Architect: (Name, legal status, address, and other information)

Architectural Design West PC, dba Design West Architects 255 S 300 W Logan, UT 84321 Telephone Number: 435-752-7031

The Owner and Construction Manager agree as follows.

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.

AIA Document A201TM–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- **1 INITIAL INFORMATION**
- GENERAL PROVISIONS 2
- 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES
- **OWNER'S RESPONSIBILITIES** 4
- COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES 5
- 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES
- COST OF THE WORK FOR CONSTRUCTION PHASE 7
- (NOT USED) 8
- SUBCONTRACTS AND OTHER AGREEMENTS 9
- **10 ACCOUNTING RECORDS**
- 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES
- 12 DISPUTE RESOLUTION
- 13 TERMINATION OR SUSPENSION
- 14 MISCELLANEOUS PROVISIONS
- 15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1: (Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

CMGC Services

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

TBD

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6: (Provide total and, if known, a line item breakdown.)

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TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth helow:

(Identify any requirements for fast-track scheduling or phased construction.)

NA

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information: (Identify special characteristics or needs of the Project not provided elsewhere.)

NA

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§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2: (List name, address, and other contact information.)

Jonathan Balls 3115 Pole Line Rd. Pocatello, ID 83201 Telephone Number: 208-232-3563 Fax Number: 208-235-3280

Email Address: ballsjo@sd25.us

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows: (List name, address and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors: *(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

- .2 Civil Engineer:
- .3 Other, if any: (List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative: (List name, address, and other contact information.)

Kent Craven 1405 Foote Drive Idaho Falls, ID 83402 Telephone Number: 435-752-7031 ext. 107

Email Address: kentc@designwestarchitects.com

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3: *(List name, address, and other contact information.)*

Doil Clements 1405 Foote Drive Idaho Falls, ID 83402 Telephone Number: 208-523-2681

Mobile Number: 208-221-7487 Email Address: doil.clements@bateman-hall.com

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9: (*List any Owner-specific requirements to be included in the staffing plan.*)

NA

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work: (*List any Owner-specific requirements for subcontractor procurement.*)

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§ 1.1.15 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201TM_2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which

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case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the

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Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

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§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

NA

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract:
- A list of the clarifications and assumptions made by the Construction Manager in the preparation of the .2 Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- A date by which the Owner must accept the Guaranteed Maximum Price. .5

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreedupon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall

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notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201-2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201-2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, 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 Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133TM-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction

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Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

PRE-BOND SERVICES:

- 1.) New High School:
- 2.) Existing High School Rebuild:

(Paragraph Deleted)

PRE-CONSTRUCTION SERVICES: (Paragraph Deleted)

- 1.) New High School:
- 2.) Existing High School Rebuild:

(Table Deleted)

(Paragraph Deleted)

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager. (Insert rate of monthly or annual interest agreed upon.)

0.5 % monthly

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a hump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

1.) New High School:

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2.) Existing High School Rebuild:

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§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

1.) New High School:

2.) Existing High School Rebuild:

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

Subcontractors' overhead & profit shall be limited to of the actual cost of the work.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed One Hundred percent (100.00 %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

NA

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

The Owner shall receive One Hundred Percent (100%) of the savings if the contract sum is less than the Guaranteed Maximum Price. Construction Manager shall not participate in any savings.

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shallbe paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201-2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201-2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment

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provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work. and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.1.4 It is not the intent of this contract to have reimbursable accounts outside the scope of the GMP. All costs listed in Article 6 shall be included in the GMP. The Construction manager will provide lump sum amounts for all work to be self-performed per Idaho Code.

§ 7.1.5 In the event that items of work are not covered by a specific subcontractor or supplier bid, the CM/GC shall include, in the GMP, the fixed cost of his compensation to perform said work, to the extent that the work can be identified at the time.

Any changes to the original scope of work after establishment of the GMP will be handled through the normal change order process.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Part-time Project Manager & Assistant Project Manager

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements. for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

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Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

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§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201-2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the

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Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

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§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work,

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equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval:
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7:
- Costs, other than costs included in Change Orders approved by the Owner, that would cause the .8 Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

(Paragraphs Deleted)

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

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ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

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§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the Twentieth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next

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Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%) Per Idaho Code

§ 11.1.8.1.1 The following items are not subject to retainage: (Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Pre-Bond and Pre-Construction Services

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows: (If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

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§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

Retention in an amount to cover any remaining items.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.2 Final Payment

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§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment;
- the Construction Manager has submitted a final accounting for the Cost of the Work and a final .2 Application for Payment: and
- a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2. .3

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of

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AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

(Paragraph Deleted)

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

(Insert rate of interest agreed upon, if any.)

0.5 % monthly

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- [] Arbitration pursuant to Article 15 of AIA Document A201-2017
- [X] Litigation in a court of competent jurisdiction
- [] Other: (Specify)

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 13 TERMINATION OR SUSPENSION

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§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201-2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- Take the Cost of the Work incurred by the Construction Manager to the date of termination; .1
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

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§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment § 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows: (Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Cost of the work plus fee completed and/or ordered to date.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, 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 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, 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.

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§ 14.2.2 The Owner may, without consent of the Construction Manager, 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 Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction Phase

The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 14.3.1.1 Commercial General Liability with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) for each occurrence and Two Million Dollars and Zero Cents (\$2,000,000.00) in the aggregate for bodily injury and property damage.

§ 14.3.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 14.3.1.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than One Million Dollars and Zero Cents (\$1,000,000.00) each accident, One Million Dollars and Zero Cents (\$1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$1,000,000.00) policy limit.

§ 14.3.1.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than One Million Dollars and Zero Cents (\$1,000,000.00) per claim and One Million Dollars and Zero Cents (\$1,000,000.00) in the aggregate.

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage NA

Limits

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.2 Construction Phase

After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133TM–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

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§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133TM-2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

NA

§ 14.5 Other provisions:

NA

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133[™]-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133[™]-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133TM_2019, Exhibit B, Insurance and Bonds
- AIA Document A2017M-2017, General Conditions of the Contract for Construction .4
- AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

Other Exhibits: .6 (Check all boxes that apply.)

AIA Document E234TM-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:

(Insert the date of the E234-2019 incorporated into this Agreement.)

[] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.7 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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This Agreement is entered into as of the day and year first written above.

Jut R Balls OWNER (Signature)

Jonathan R Balls, Director of Business (Printed name and title)

-

CONSTRUCTION MANAGER (Signature)

Mike Clements, CEO (Printed name and title)



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01 04 00 PROJECT COORDINATION

PART 1 GENERAL

RELATED DOCUMENTS

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

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to the sections below:

COORDINATION

Coordinate construction activities included under various sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Prepare similar memoranda for the Owner's Representative and separate Contractors where coordination of their work is required.

Administrative Procedures:

Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following: Preparation of schedules. Installation and removal of temporary facilities. Delivery and processing submittals. Progress meetings. Project closeout activities.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

GENERAL INSTALLATION PROVISIONS

Inspection of Conditions:

Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions:

Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing work. Secure work true to line and level. Allow for expansion and building movement.

Visual Effects:

Provide uniform joint widths in exposed work. Arrange joints in exposed work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions before starting each installation.

Install each component during weather conditions and project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosure with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

CLEANING AND PROTECTION

During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Clean and maintain completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures:

Supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

END OF SECTION 01 04 00

01 06 80 DEFINITIONS AND STANDARDS

PART 1 GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DEFINITIONS:

General Explanation:

A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive but are general for the work to extent not stated more explicitly in another provision of contract documents.

General Requirements:

The provisions or requirements of Division 1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in project.

Indicated:

The term "Indicated" is a cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

Directed, Requested, etc.:

Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's/Engineer's responsibility into Contractor's area of construction supervision.

Approve:

Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.

Project Site:

The space available to Contractor for performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on drawings and may or may not be identical with description of land upon which project is to be built.

Furnish:

Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Install:

Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

Provide:

Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

Installer:

The entity (person or firm) engaged by Contractor or its subcontractor or subsubcontractor for performance of a particular unit of work at project site, including installation, erection, application, and similar required operations. It is a general requirement that such entities (Installers) be experts in operations they are engaged to perform.

Testing Laboratory:

An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and (if required) interpret results of those inspections or tests.

FORMAT AND SPECIFICATION EXPLANATIONS:

Specification Content:

Because of methods by which this project specification has been produced, certain general characteristics of content, and conventions in use of language are explained as follows:

Specifying Methods:

The techniques or methods of specifying to record requirements vary throughout text, and may include "prescriptive", "open generic-descriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.

Overlapping and Conflicting Requirements:

Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or

requirements establish different or conflicting minimum or levels of quality, most stringent requirement (which is generally recognized to be also more costly) is intended and will be enforced, unless specifically detailed language written into contract documents (not by way of reference to an industry standard) clearly indicates that a less stringent requirement is fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Architect/Engineer for a decision before proceeding.

Contractor's Options:

Except for overlapping or conflicting requirements, where more than one set of requirements is specified for a particular unit of work, options are intended to be Contractor's regardless of whether specifically indicated as such.

Minimum Quality/Quantity:

In every instance, the quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances) or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect/Engineer for decision before proceeding.

Specialists; Assignments:

In certain instances, specification text requires (or at least implies) that specific work be assigned to specialists or expert entities, who must be engaged for performance of those units of work. These must be recognized as special requirements over which Contractor has no choice or option. These assignments must not be confused with (and are not intended to interfere with) normal application of regulations, union jurisdictions and similar conventions. One purpose of such assignments is to establish which party or entity involved in a specific unit of work is recognized as "expert" for indicated construction processes or operations. Nevertheless, final responsibility for fulfillment of the entire set of requirements remains with the Contractor.

Trades:

Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by tradesperson of that corresponding generic name.

Abbreviations:

The language of specifications and other contract documents is of the abbreviated type in certain instances and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical

terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context on the contract documents so indicates.

DRAWING SYMBOLS:

Except as otherwise indicated, graphic symbols used in drawings are those symbols recognized in the construction industry for purposes indicated.

M/E Drawings:

Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols where appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer in stances of uncertainty to Architect/Engineer for clarification before proceeding.

INDUSTRY STANDARDS:

General Applicability of Standards:

Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.

Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.

Publication Dates:

Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of date of contract documents.

Abbreviations and Names:

Where acronyms or abbreviations are used in specifications or other contract documents, they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority, or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations", published by Gale Research Co., available in large libraries.

GOVERNING REGULATIONS/AUTHORITIES:

The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibility for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of work.

SUBMITTALS

For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 – PRODUCTS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION 01 06 80

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01 20 50 PROCEDURES AND CONTROLS

<u> PART 1 – GENERAL</u>

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The types of minimum requirements for procedures and performance or control work of a general nature include but are not necessarily limited to the following categories:

Coordination of Drawings and Specifications. Coordination and progress meetings. Administrative/supervisory personnel. Surveys and records or reports. Limitations for use of site. Inspections, tests and reports. General installation provisions. Cutting and patching. Cleaning and protection. Conservation and salvage.

COORDINATION OF DRAWINGS AND SPECIFICATIONS:

The Bid Documents for this project consist of the Site Drawings, Architectural Drawings, Structural Drawings, Mechanical Drawings, Plumbing Drawings, Electrical Drawings, and Specification sections related to those drawings, along with Division 1 requirements of the Specifications and requirements of all the contract documents included in the Specification book prior to Division 1. The Bid Documents also include any duly authorized addenda issued prior to the receipt of bids.

The Subcontractor shall not rely on any single section, sections, drawing or drawings in determining the cost of the work and subsequent performance of the work, but shall instead consider the entire set of Drawings and Specifications as a whole. What is shown and noted on one drawing shall apply to all drawings where applicable and what is specified in one section shall apply to sections where applicable.

In the case of discrepancies between drawings and specifications, between one specification section and another, or between one drawing and another, the subcontractor shall bid and install the more expensive of the items to which the discrepancy applies unless that discrepancy has been clarified by addenda prior to the receipt of bids.

PLAN REVIEW/INSPECTOR CHANGES:

Should the contract documents be deemed by the governing jurisdiction to conflict with code or regulations, the subcontractor shall immediately notify the contractor of the conflict and shall not proceed with the portion of the work in question until receiving written acknowledgement and direction from the Architect.

At no time is the Subcontractor to take direction from the governmental authorities which deviates from the approved construction documents. Should the Subcontractor proceed prior to receipt of Architect's written instruction, the Subcontractor shall correct any work and/or damages resulting from the procedure. No cost or time to the construction contract shall be allowed for such corrections.

COORDINATION AND MEETINGS:

General:

Prepare and distribute to each entity performing work at project site, a written memorandum of instructions on required coordination activities, including required notices, reports, and attendance at meetings. Prepare a similar memorandum for separate contractors where interfacing of work is required.

Monthly Coordination and Progress Meeting:

In addition to specific coordination and pre-installation meetings for each element of work, and other regular project meetings for other purposes, hold general progress meetings each month with time coordinated with preparation of payment request. Require each entity then involved in planning, coordination, or performance of work to be properly represented at each meeting. Review each entity's present and future needs including interface requirements, time, sequences, deliveries, access, site utilization, temporary facilities and services, hours of work, hazards and risks, housekeeping, change orders, and documentation of information for payment requests. Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation to updated progress schedule. Determine how behind-schedule work will be expedited, and secure commitments from entities involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within Contract Time. Review everything of significance that could affect progress of the work.

Pre-Construction Meeting:

Schedule initial progress meeting, recognized as "Pre-Construction Meeting", for a date not more than 15 days after date of commencement of work. Use it as an organizational meeting, and review responsibilities and personnel assignments.

Reporting:

Within 3 days after each progress meeting date, distribute copies of minutes of the meeting to each entity present and to others who should have been present. Include a brief summary (in narrative form) of the progress of the work since previous meeting and report.

Daily Reports:

Rev 0 – 07-22-2024

Prepare a daily report, recording the following information concerning events at the site; and submit duplicate copies to Architect at regular intervals not exceeding weekly intervals:

List of subcontractors at the site. List of separate contractors at the site. Approximate count of personnel at the site. High/low temperatures, general weather conditions. Accidents. Meeting and significant decisions. Unusual events. Stoppages, delays, shortages, losses. Meter readings and similar recordings. Emergency procedures, field orders. Orders/requests by governing authorities. Change orders received, implemented. Services connected, disconnected. Equipment or system tests and start-ups. Partial completions, occupancies. Substantial completion authorized.

ADMINISTRATIVE/SUPERVISORY PERSONNEL:

General:

In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as specified herein.

Project Manager:

The General Contractor shall designate a Project Manager, who is experienced in the administration of building construction, including mechanical and electrical work, and who is hereby authorized to act as the general coordinator of interfaces between units of work. For purposes of this provision, "interface" is defined to include the scheduling and sequencing of work, sharing of access to workspaces, scheduling, preparation and follow-up of submittals, shop drawings, coordination of required inspection and tests, and other in-house duties not normally assigned to the Project Superintendent.

SURVEYS AND RECORDS/REPORTS:

Working from lines and levels established by property survey, and as shown in relation to the work, establish and maintain benchmarks and other dependable markers to set lines and levels for the work at each story of construction and elsewhere on site as needed to properly locate each element of entire project. Calculate and measure dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale drawings to determine dimensions. Advise tradesmen performing the work of marked lines and levels provided for their use in layout of work.

LIMITATIONS FOR USE OF SITE:

In addition, site utilization limitations and requirements shown on drawings, and indicated by other contract documents, administer allocation of available space equitably among entities needing access and space, so as to produce best overall efficiency in performance of total work of project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. **INSPECTIONS, TESTS AND REPORTS:**

General:

Required inspection and testing services are intended to assist in determination of probable compliance of work with requirements, but do not relieve Contractor of responsibility for those compliances, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit Contractor's quality control program. Contractors shall afford reasonable access to agencies performing tests and inspections.

Testing:

Except as otherwise indicated and except where manufacturer's testing facilities are indicated as acceptable, the Owner will engage an independent testing laboratories specializing in required services and complying with "Recommended Requirements for Independent Laboratory Qualification" by American Council of Independent Laboratories for all quality control testing indicated herein.

Reports:

Submit test/inspection reports, including agency's analysis of results and recommendations where applicable, in duplicate to Architect except as otherwise indicated, and submit copies directly to governing authorities where required or requested.

PART 2 – PRODUCTS (Not Applicable).

PART 3 – EXECUTION

GENERAL INSTALLATION PROVISIONS

PRE-INSTALLATION CONFERENCES:

Well in advance of installation of every major unit of work which requires coordination and interfacing with other work, meet at project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of work, and in its coordination or integration with other work which has preceded or will follow. Advise Architect of scheduled meeting dates. At each meeting review progress of other work and preparations for particular work under consideration, including requirements of contract documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Record significant discussions of each conference, and record agreements and disagreements, along with final plan of action. Distribute record of meeting promptly to everyone concerned, including Architect.

CUTTING AND PATCHING:

Do not cut and patch structural work in a manner resulting in reduction of load-carrying capacity or load/deflection ratio; submit proposed cutting and patching to Architect/Engineer for structural approval before proceeding. Do not cut and patch operational elements and safety related components in a manner resulting in reduction of capacities to perform in manner intended or resulting in decreased operational life, increased maintenance, or decreased safety. Do not cut and patch work which is exposed on exterior or exposed in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut and patch work, both as judged solely by Architect. Remove and replace work judged by Architect to be cut and patched in a visually unsatisfactory or otherwise objectionable manner.

Engage original Fabricator/Installer to perform cutting and patching of structural work, operational/safety-related components, and visually exposed work; or, if not available, engage only recognized experts, employ only proven methods.

Materials:

Except as otherwise indicated or approved by Architect/Engineer, provide materials for cutting and patching which will result in equal or better work than work being cut and patched; in terms of performance characteristics and including visual effect where applicable. Use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

Temporary Support and Protection:

Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work. Provide adequate protection of other work during cutting and patching, to prevent damage; and provide protection of the work from adverse weather exposure.

Cut work by methods least likely to damage work to be retained and work adjoining.

Where physical cutting action is required, cut work with sawing, and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.

Restore exposed finished of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

CLEANING AND PROTECTION:

During handling and installation work at project site clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessary through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

END OF SECTION 01 20 50

END OF SECTION

SECTION 01 40 00 – QUALITY CONTROL

<u> PART 1 – GENERAL</u>

RELATED DOCUMENTS

Drawing and general provisions of the Contract, including General and Special Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK

The testing and inspection requirements specified herein will be paid for by the Owner. These requirements are indicated for the Contractor's information, and to indicate the cooperation and assistance which the contractor will be required to extend to both the Contractor's and Owner's testing/inspection agencies.

The testing and inspection work shall not relieve the Subcontractors from the responsibility for correctness, completeness, and quality of the Subcontractor's from the responsibility to provide work that confirmed to the indicated/specified criteria within the Contract Documents. The subcontractor will coordinate with the C.M. for schedule and delivery of specified testing and inspections.

Before work which may require inspection or testing is started, the Subcontractor shall give the CM/GC at least 48 hours advance notice. The Subcontractor shall cooperate with the Agency, CM/GC, Architect and Engineer at all times and shall provide facilities for such access in order that the Agency may properly perform its function.

Inspections or tests required by codes or ordinances, or by plan approval authority and made by a legally constituted authority shall be paid for by the Owner. Inspection or testing performed exclusively for the Subcontractor's convenience shall be paid for by the Subcontractor. Also, costs for other additional inspections and test required because of defective work or ill-timed notices shall be at the Subcontractor's expense. CM/GC, Architectural, Engineering and Administrative Services incurred as a result of failure of materials/work to meet specified tests shall also be borne by the Subcontractor per the following rates (at no additional expense to the Owner):

Principal in Charge \$150/hr. Project Architect: \$125/hr. Engineer: \$125/hr. CM/GC: \$115/hr.

Services to be performed by the testing and inspection agencies are as indicated in the specification section and drawings.

The Subcontractor and the testing agency shall familiarize themselves with all applicable portions of the contract documents pertaining to areas requiring testing and inspection prior to performing these services.

Refer to individual sections for specific requirements for field quality control.

Rev 0 - 07-22-2024

TESTING AND INSPECTIONS:

Provide inspections, tests, and similar quality control services specified in individual specifications Sections and/or required by governing authorities.

Where results of inspections, test, or similar services show that the work does not comply with Contract Documents requirements, correct the deficiencies in the work.

Cooperate with agencies performing required inspections, tests, and similar services and provide reasonable auxiliary services as requested. Notify agency sufficiently before operations to allow assignment of personnel. Auxiliary services required include but are not limited to-

-Providing access to the Work and furnishing incidental labor and facilities necessary to facilitate inspections and tests.

-Taking adequate quantities of representation samples of materials that require testing or helping agency in taking samples.

-Providing facilities for storage and curing of test samples, and deliver of samples to testing laboratories.

-Providing agency with preliminary design mix proposed for use for materials mixes that require control by testing agency.

-Securing and protection samples and test equipment at Project site.

TESTING AGENGIES

Engage inspection and testing service agencies, including independent testing laboratories, only with written approval of Owner. Each independent inspection and testing agency engaged on Project will be licensed and authorized to operate in the jurisdiction in which Project is located

Duties of Testing Agency

-Independent testing agency engaged to perform inspections, sampling, and testing of materials and construction specified in individual specification Section will cooperate with Architect and Contractor in performance of its duties and will provide qualified personnel to person required inspections and tests.

-Agency will notify CM/GC and Subcontractor promptly of irregularities or deficiencies observed in the work during performance of its services.

-Agency is not authorized to release, revoke, alter, or enlarge requirements of Contract

-Agency will not perform any duties of Subcontractor.

Submittals

Independent testing agency will submit certified written report of each inspection, test, or similar services, to Owner, in duplicate, unless Contractor is responsible for service. If Contractor is responsible for service, submit certified written report of each inspection, test, or similar service through Contractor, in duplicate.

Rev 0 – 07-22-2024

-Submit additional copies of each written report directly to governing authority, when authority so directs.

Written reports of each inspection, test, or similar service will include, but not be limited to:

-Date of issue.

-Project title and number

-Name, address and telephone number of testing agency

-Dates and locations of sample and tests or inspections

-Names of individuals making the inspection or test

-Designation of the Work and test method

-Identification of product and specification Section

-Complete inspection or test data

-Test results and interpretations of test results

-Ambient conditions at time of sample-taking and testing

-Comments or professional opinion as to whether inspected or tested Work complies with Contract Documents requirements

-Name and signature of laboratory inspector

-Recommendations on retesting

Subcontractor and each agency engaged to do inspections, tests, and similar services will coordinate sequences of activities to accommodate required services with minimum of delay. In additions, Subcontractor and each agency will coordinate activities to avoid necessity of removing and replacing construction to accommodate inspections and tests. Contractor is responsible for scheduling times for inspections, test, taking samples, and similar activities.

END OF SECTION 01 40 00

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01 60 50 PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 – GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions:

"Products" are defined to include purchased items for incorporation into the work, regardless of whether specifically purchased for project or taken from Contractor's stock of previously purchased products. "Materials" is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined, or otherwise fabricated, processed, installed, or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Substitutions:

The requirements for substitutions do not apply to specified Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions". Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract document.

SUBMITTALS:

Requests for Substitutions:

Products are generally specified by ASTM or other reference standards, and/or by manufacturer's name and model number or tradename.

When specified only by <u>reference standard</u>, the Contractor may select any product meeting this standard by any manufacturer.

When <u>several products</u> or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

When <u>only one</u> product and manufacturer is specified, it is intended to establish a standard of quality only against which submittals shall be judged on an "or equal" basis, unless "NO SUBSTITUTIONS" is called out in the specifications.
Contractors making requests for substitutions shall submit three (3) copies fully identifying the product or method being requested including related specification sections and drawing numbers and other information as necessary to show compliance with specified standards and products.

Contractors desiring to substitute products other than those specified shall make a request for desired substitution no later than 10 days prior to the scheduled bid date for review and consideration by the Architect. Those products found to be acceptable substitutions to those products specified will be noted in the final addendum issued to all subcontractors no later than 3 days before the scheduled bid date.

Requests for substitutions will be considered when:

The request is accompanied by complete data as outlined under the guidelines set forth in Section 01340, Submittals.

Substitution is required for compliance with final interpretation of code requirements, safety requirements, regulatory agency requirements, and insurance regulations.

Substitution is required because of the unavailability of specified material through no fault of the Contractor.

Substitution is required because subsequent information or changes disclose inability of specified materials to perform as intended. Availability of parts and services in the State are considerations for suitability/unsuitability category.

Substitution is required because of manufacturer's/fabricator's inability to certify or guarantee performance of specified material as required.

When it is clearly seen, in the judgement of the Owner's Representative, that a substitution is in the Owner's best interests in terms of cost, quality, time, or other considerations.

Requests for substitution, when forwarded by the Contractor to the Owner's Representative, are understood to mean that the Contractor:

Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

Will provide the same guarantee for the substitution that he would for that specified.

Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts and redesign costs of the Owner's Representative, and that he waives all claims for additional costs related to the substitution which subsequently become apparent.

Will coordinate the installation of the accepted substitute, making such changes as may be required for the work, to be complete in all respects. Substitutions will not be considered if:

They are indicated or implied on shop drawing submissions without the formal request required.

For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

Approval of substitutions shall not be held to have relieved the Contractor from timely, full, and proper performance of the work in accordance with the intent and meaning of the Contract Documents, of responsibility for the proper joining of other various parts of the work, or from the required guarantees and maintenance provisions.

END OF SECTION 01 60 50

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01 70 50 PROJECT CLOSEOUT

<u> PART 1 – GENERAL</u>

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division 1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in Sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

PREREQUISITES TO SUBSTANTIAL COMPLETION:

Prior to requesting Architect's/Engineer's inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:

In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompletion, and reasons for being incomplete.

Include supporting documentation for completion as indicated in these contract documents.

Submit statement showing accounting of changes to Contract Sum.

Advise Owner of pending insurance changeover requirements.

Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications, and similar documents.

Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates and similar releases.

Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

Make final changeover of locks and transmit keys to Owner and advise Owner's personnel of changeover in security provisions.

Complete start-up testing of systems and instructions of Owner's operating/maintenance personnel.

Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

Complete final cleaning up requirements, including touch-up painting of marred surfaces.

Touch-up and otherwise repair and restore marred exposed finishes.

Inspection Procedures:

Upon receipt of Contractor's request, Architect/Engineer will either proceed with inspection or advise Contractor of prerequisites not fulfilled. Following initial inspection, Architect/Engineer will either prepare certificate of substantial completion or advise Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance. Following the Contractor's request for a Substantial Completion inspection, if the Owner finds the work so far from completion as to make a later visit necessary, the Contractor shall be liable for expense to the Owner incurred by reason of such re-inspection.

PREREQUISITES TO FINAL ACCEPTANCE:

Prior to requesting Architect's/Engineer's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:

Submit final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificate of insurance for products and completed operations where required.

Submit updated final statement, accounting for additional (final) changes to Contract Sum.

Submit certified copy of Architect's/Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed, and dated by Architect/Engineer.

Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

Submit final meter readings for utilities, measured record of stored fuel, and similar data as of time of substantial completion or when Owner took possession of and responsibility for corresponding elements of the work.

Submit consent of surety.

Submit letters from General Contractor and all subcontractors and suppliers stating that to the best of their knowledge and belief that no products have been incorporated into the building project which contain asbestos fibers and that to the best of their knowledge the work covered by this contract is asbestos free.

Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.

Re-Inspection Procedure:

Upon receipt of Contractor's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect/Engineer will re-inspect the work. Upon completion of re-inspection, Architect/Engineer will either prepare certificate of final acceptance or advise Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, the procedure will be repeated.

Final payment and release of retainage to the Contractor is contingent upon final acceptance of the project by the Architect and Owner.

RECORD DOCUMENT SUBMITTALS:

Specific requirements for recorded documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Architect's/Engineer's reference during working hours.

Record Documents:

Maintain one complete blue-line set of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information, which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date. Note related change order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates, and other identification on cover of each set.

Record Specifications:

Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection

of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect/Engineer for Owner's records.

Miscellaneous Record Submittals:

Refer to other sections of these specifications for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to date(s) of final completion, complete miscellaneous records, and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Architect/Engineer for Owner's records.

Maintenance Manuals:

Organize two (2) maintenance and operating manuals into suitable sets of manageable size and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder. Also, provide digital copy of the Maintenance on thumb drive provided in the binders.

PART 2 – PRODUCTS (Not Applicable).

PART 3 – EXECUTION

CLOSEOUT PROCEDURES:

Arrange for each installer of work requiring continuing maintenance or operation to meet with Owner's personnel at project site to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shutdown, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation to applicable warranties, agreements to maintain bonds and similar continuing commitments.

FINAL CLEANING:

Special cleaning for specific units of work is specified in sections of Division 2 through 16. General cleaning during the progress of work is specified in General Conditions and as temporary services in the "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required:

Remove labels that are not required as permanent labels.

Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.

Clean exposed exterior and interior hard surfaced finishes, to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.

Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

Remove debris and surface dust from limited access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

Clean concrete floors in non-occupied spaces broom clean.

Vacuum clean carpeted surfaces and similar soft surfaces.

Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.

Clean light fixtures and lamps to function with full efficiency.

Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom clean condition; remove stains, Petro-chemical spills, and other foreign deposits. Rake grounds that are neither planted nor paved, to a smooth, even textured surface.

Removal of Protection:

Except as otherwise indicated or requested by Architect/Engineer, remove temporary protection devices and facilities that were installed during course of the work to protect previously completed work during remainder of construction period.

Compliances:

Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

END OF SECTION 01 70 50

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XCELL ENGINEERING, LLC

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> June 5, 2024 File: P24105

Jonathan Balls Director of Business Operations School District 25 3115 Pole Line Road Pocatello ID 83201

RE: **Geotechnical Report** Highland Highschool Building Replacement Pocatello, Idaho

Jonathan:

Xcell Engineering, has prepared this authorized geotechnical engineering evaluation for the indicated building replacement at Highland Highschool in Pocatello, ID. The purpose of our geotechnical engineering evaluation was to explore the subsurface soil and geologic conditions within the proposed building areas and to provide geotechnical-engineering recommendations to assist project planning, design and construction.

This report summarizes the results of our field evaluation, laboratory testing, engineering opinions, and geotechnical recommendations. The soil and groundwater conditions at the site at the time of our investigation are presented in the following report. Specific geotechnical opinions and recommendations are included. The geotechnical recommendations presented must be read and implemented in their entirety. Portions or individual portions of the report cannot be relied upon without the supporting text of relevant sections.

The success of the proposed construction will depend in part, on following the report recommendations and good construction practice. We recommend that Xcell be retained to provide geotechnical testing and consultation services during construction to verify our report recommendations are followed. It has been our experience that maintaining continuity with a single geotechnical consultant reduces errors and contributes to overall project success and economy. We appreciate the opportunity to work with you on this project. Please do not hesitate to contact us if you have any questions or comments.



Building on Excellence

REPORT

Geotechnical Evaluation Highland Highschool Repair Pocatello, Idaho

PREPARED FOR:

School District #25

PREPARED BY:

Xcell Engineering, LLC 260 Laurel Lane Chubbuck, Idaho 83202

June 5, 2024

TABLE OF CONTENTS

.

PAGE

4
4
5
6
5
7
8
7
8
8
11
12
14
14
14

REPORT Geotechnical Engineering Evaluation Highland Highschool Repairs Pocatello, ID

INTRODUCTION

Xcell Engineering has performed the authorized geotechnical engineering evaluation for the indicated site. A Site Plan/ aerial photo showing the boring locations accompanies this evaluation as plate 1. The purpose of the geotechnical engineering evaluation is to assess the general soil and geologic conditions within the proposed reconstruction area and to provide geotechnical and soil related construction recommendations with respect to the planned rebuilding work. Our recommendations are based on our field observations and laboratory test results. To provide this evaluation of the site we conducted the following scope of work:

- 1. Reviewed site map and topography maps
- Three borings were advanced in areas "A", "B" and "C" respectively to depths of 30+ feet. Soil encountered in the borings is described and classified referencing ASTM D 2487 and D 2488 Unified Soil Classification System (USCS) and the soil profiles were logged.
- 3. The field and laboratory data were analyzed to provide the project design team with geotechnical opinions and recommendations as outlined in our proposal.

PROPOSED CONSTRUCTION

At the time of our field work debris from the previous structure fire had been removed from the site leaving only the concrete slab on grade floor(s). We understand proposed construction will consist of replacing the previous building(s) with new 1 to 2 story block and/or wood frame structures. Plans and details

regarding the planned reconstruction are not available at the time of this report preparation.

SUBSURFACE CONDITIONS

Subsurface soil conditions are relatively uniform to the depths investigated consisting of 31.5 feet loose fine sandy silt. Density of the silt increase with depth and at depths of 25 to 30 feet the silt becomes medium dense to dense. The upper 20 to 25 feet of silt is loose and has moisture content ranging from 4 to 12.5% by weight. Low moisture content of the silt is indicative of collapsible conditions. No groundwater was encountered nor was any evidence of groundwater observed to depths of 30+ feet.

LABORATORY TESTING

Select samples of the native silt were tested to assess grain size distribution and plasticity index. Laboratory testing was performed referencing ASTM test procedures and indicates the silt soil has 60 to 73% by weight passing the No. 200 sieve and a plasticity index of 7. Some variability is expected in the soil index properties. R-Value of the native silt is calculated to be 25.

GENERAL OPINIONS AND RECOMMENDATIONS

Our geotechnical opinions and recommendations are presented in the following sections to assist project planning, design, and reconstruction of the buildings lost to the fire. Our recommendations are based on the results of our field evaluation, laboratory testing, experience with similar projects in the immediate area, and our understanding of proposed construction. These opinions and recommendations reflect our conversations with the project team and are based, in part on information provided to us by the project design team. If design plans change, such as loading conditions, foundation sizes or configuration, Xcell should be notified to review our report recommendations and make necessary modifications.

Soil conditions in the borings were observed to be uniform. However, if subsurface conditions change from those observed in the boring locations additional site preparation and excavation and structural fill may be required.

Site Preparation

At the time of our field evaluation the site was covered with Portland cement concrete and minor amounts of debris. Demolition and removal of existing concrete will be required. Planned improvements on the site have not been finalized at this time. All debris and deleterious materials and etc. is unsuitable for support of any improvements and must be completely removed from all improvement locations. Non-uniform support of the new building(s) will increase potential for differential settlement and poor performance of foundations. All loose soil disturbed by removal of the concrete and debris should be compacted in-place to at least 95% of its maximum dry density. Debris and/or deleterious materials shall not be incorporated into the structural fill. The native silt soil is not suitable for support of the concrete foundations and foundation soil improvement will be required. A minimum of 24inches of over excavation beneath the building foundations is required. The over excavated soil shall be replaced with compacted structural fill as outlined in the structural fill section of this report. Prior to placement of structural fill, the exposed silt subgrade shall be moisture conditioned to near optimum moisture content and compacted in-place to at least 95% of its maximum dry density per ASTM D-698. If pumping or unstable soil is observed during compaction, the unstable soil should be removed and replaced with structural fill.

Native silt free from all debris & etc. is suitable for support of concrete slab on grade floors provided the subgrade is completely free from all debris, moisture conditioned to within 3% of its optimum moisture content and properly compacted to at least 95%

of its maximum dry density as determined by ASTM test D-698. Placement of at least 6-inches of ³/₄ minus crushed sand and gravel having less than 5% by weight passing the No. 200 sieve beneath all floor slabs is strongly recommended.

Subgrade soil should be properly moisture conditioned prior to attempting compaction efforts. Optimum moisture content for compaction will vary. Optimum moisture for the native silt will be near 14 % by weight. Therefore, the contractor should anticipate a moisture conditioning effort to achieve acceptable moisture levels prior to compaction efforts. Xcell should review the compaction process/ results prior to placement of any structural fill. Once the native soil subgrade has been proof rolled and compacted as described above, structural fill placement may commence.

Excavation Characteristics

All soil containing debris should be completely removed from improvement locations. Excavations for utilities should be sloped 1:1 to reduce potential for trench instability. The underlying undisturbed silt can be excavated near vertical for excavations up to 4 feet in total depth measured from the ground surface. The underlying silt has lower moisture content in areas and is cohesionless and prone to slope instability. Trench excavations deeper than 4 feet should allow provisions for excavations to be sloped back at 1:1 (horizontal to vertical). Alternatively, deeper trenches and excavations should be shored or braced in accordance with OSHA regulations and local codes. The contractor should anticipate shoring deeper excavations and equipment for trench support should be available if required.

Structural Fill

Structural fill beneath foundations and footings should consist of soil classified as GP or GW soil types according to the USCS found on plate 2 of this report. Aggregate and rocks comprising the gravel should be hard and durable and should not experience significant crushing or breaking while being compacted. Structural fill should not contain rocks or aggregate larger than 3 inches in any dimension because the compaction equipment will tend to ride on the larger aggregate which hinders uniform compaction of the lift and can lead to poorly or non-uniformly compacted structural fill. Structural fill should be placed in loose lifts that are 8-inches or less in thickness and each lift should be compacted to at least 95% of its maximum dry density per ASTM D-698 prior to placement of additional fill.

Concrete Slab-on-Grade Floor

We recommend that concrete slab-on-grade floors be underlain by at least 6 inches of ³/₄ -inch-minus, well-graded, crushed sand and gravel base course to provide a leveling course and moisture protection for the slab. The base course shall be placed over native silt that has been compacted to at least 95 percent of its maximum dry density as determined by ASTM test D 698 (Standard Proctor). Subgrade areas that become soft, wet or disturbed must be over-excavated to undisturbed, native soil and replaced with granular structural fill. Based on correlation to our field and laboratory test results, we recommend a modulus of subgrade reaction (k) of 230 pounds per square inch per inch (pci) be used for concrete floor slabs placed on the native silt. The indicated modulus is based on a silt subgrade with at least 6-inches of properly compacted, crushed ³/₄-inch-minus engineered, base coarse sand and gravel beneath the floor slab.

Pavement Subgrade Preparation and Section Design

We estimate traffic volumes will be approximately 36,000 Equivalent Single Axle Loads (ESAL) for auto pavement. The indicated pavement section is based on the estimated daily vehicle type and number presented on the flexible pavement design worksheets that accompany this report in the appendix. We anticipate the subgrade will consist of saturated clayey silt with an estimated R-value of 25. Xcell should evaluate any soil imported to achieve pavement subgrade and the pavement sections presented below should be amended to reflect any changed conditions.

Factors used to design this pavement section were based on empirical data referencing laboratory test results obtained on samples from the site. Our estimates

of traffic types and volumes for the proposed pavement areas and our understanding of the use for the pavement are based on typical traffic index (TI) values for similar facilities. Our pavement design and subgrade preparation recommendations reflect these anticipated loading applications. If subgrade conditions appear significantly different during construction, if traffic loading conditions change or traffic volumes increase, Xcell should be notified to amend our recommendations accordingly. If construction equipment or traffic will access portions of the planned structures, the floor and pavement sections will require an evaluation specific to planned equipment.

The pavement subgrade should be compacted to at least 95 percent of the maximum dry density of the soil as determined by ASTM D 698 (Standard Proctor) as discussed in the *Site and Subgrade Preparation* section. Xcell should be retained to verify the native subgrade has been re-compacted to structural fill requirements. Providing the site preparation procedures are accomplished as described above, the following minimum pavement sections are recommended for light duty and heavy-duty traffic areas:

Light Duty Asphalt Pavement for Auto Traffic

2.5"- Class III asphalt concrete top course
4.0"- ¾-inch-minus, crushed sand and gravel base course
8.0"- Pit-run sand and gravel subbase course

Heavy Duty Portland Cement Concrete Pavement for Truck Traffic

- 5.0"- 4000 psi concrete with 6% air entrainment Reinforced
- 6.0"- 34-inch-minus, crushed sand and gravel base course
- 12.0"- Clean native silt compacted to at lest 95% of it maximum dry density

The above-recommended flexible pavement section is based on a maximum 20year design life. Asphalt and aggregate support characteristics were estimated based on our experience with aggregate materials in the area. The subbase should consist of 3-inch-minus, well-graded sand and gravel with less than 8 percent passing the No. 200 sieve. The base course should consist of 3/4-inch-minus, well-graded, crushed sand and gravel with less than 8 percent passing the No. 200 sieve. The subbase and base course should be compacted to structural fill requirements.

The asphalt concrete for flexible pavement should have material properties as specified in ASTM D 3515 and have a mix design with a maximum aggregate size from 3/4 to 3/8 inch. The asphalt concrete should be compacted to at least 92% and not more than 96% of the theoretical maximum dry density determined by the Marshall test method.

We recommend crack maintenance be accomplished in all pavement areas as needed and at least every three to five years to reduce the potential for surface water infiltration into the pavement section and underlying subgrade. In addition, we recommend the subgrade, base and asphalt surfaces slope at no less than two percent to an appropriate storm water disposal system or other appropriate location that does not impact adjacent structures. The life of the pavement will be dependent on achieving adequate drainage throughout the section, and protecting the subgrade from water that mat collect at the contact surface between subgrade and subbase. Water that collects at the subgrade surface can induce heaving during cold weather during the freeze-thaw processes. It should be noted that the pavement sections presented are based on fatigue analysis only and do not address frost heaving. If desired, additional protection from frost heaving may be obtained by increasing the thickness of the subbase.

Seismicity

The structures are considered critical infrastructure. We have used the ASCE7-16 design code documentation to determine spectral response seismic

accelerations. Xcell used site soil and geologic data and the project location to establish earthquake loading criteria at the site referencing ASCE7-16. Based on the results from exploration, and our review of soil logs in the area, we recommend a Site Class D be used as a basis for structural seismic design for the project and that seismic acceleration of 0.439g as indicated in the appendix be used for design.

Foundation Design

Foundations should be supported by at least 24 inches of compacted structural fill over 12-inches of clean, native silt that has been moisture conditioned and compacted in-place to at least 95% of its maximum dry density determined by ASTM test D-698. We recommend all foundations for this structure bear on dense compacted structural fill over compacted native silt at least 36 inches below outside adjacent grade. When native soil is removed and structural fill is placed to achieve the desired footing subgrade elevation the width of excavation should increase 1 foot horizontally on each side of the footing for every vertical foot of native soil removed. In this case that will require that structural fill beneath the foundations extend 2 feet laterally on each side of the footing. All soil in the bottom of excavations for footings and foundations should be compacted to at least 95% of its maximum dry density per ASTM test D-698 prior to placing structural fill. All structural fill must be compacted as outlined in the structural fill section of this report. The native silt may be reused as landscaping fill provided it is completely free from debris. Uniformity of foundation subgrade is critical. Under no circumstances shall a portion of any building or improvement be supported by structural fill over native silt and any other portion of the same building be supported directly on the silt. These subgrade materials perform differently. Differences in shear strength typically result in differential settlement and poor performance of the foundation system as a whole. It is strongly recommended that design incorporate plans to provide uniform foundation support and that uniform support conditions be verified during construction.

The following recommendations should be accomplished for all foundations for the temple:

- 1. SITE OBSERVATION: Xcell Engineering should be retained to observe all footings (soil improvement) over-excavation to verify dimensions, structural fill, and to verify that all bearing surfaces have been prepared in accordance with this report.
- 2. EXTERIOR FOOTINGS: Exterior footings should bear at least 36 inches below the final exterior grade to help reduce frost effects.
- 3. FOOTING SUBGRADE: Loose soil must be compacted in-place prior to placement of structural fill. Footings should never be constructed over loose, saturated or frozen soil. If loose or unstable areas are observed prior to placing structural fill or concrete, they should be over excavated to undisturbed soil and replaced with compacted granular structural fill. Structural fill should extend a minimum of 1 foot beyond the footing edge around the footing for every foot of over excavation.
- 4. ALLOWABLE BEARING VALUE: If above recommendations are accomplished, a maximum allowable bearing value (ABV) of 2000 psf may be used footings placed on structural fill over clayey silt. It is critical that foundation support be as uniform as possible. Under NO circumstances should a portion of any building or improvement be supported by dense structural fill in one area and native silt in another. This condition will increase the risk of differential settlement and subsequent poor foundation performance.
- 5. ANTICIPATED SETTLEMENT: All backfill placed against stem walls both inside and outside the building(s) shall be compacted to at least 95% of its maximum dry density as previously indicated. If the above bearing soil, site preparation, earthwork and foundation recommendations are accomplished, we anticipate total settlement will be less than 1/2 inch and differential settlement will be less than 1/2 inch per 25 feet of wall length, or between similarly loaded footings that are not less than 25 feet apart.

Wet Weather Construction

We recommend that site construction be undertaken during dry weather conditions. If the site preparation and grading is undertaken during wet conditions, the native or re-compacted silt will be susceptible to pumping or rutting when subjected to heavy loads from rubber-tired equipment or vehicles which exert a point load. Wet weather earthwork should be performed by low pressure, track-mounted equipment that spread and reduces the vehicle load. Work should not be performed immediately after rainfall. All soft and disturbed areas should be excavated to undisturbed soil and backfilled with structural fill. Alternatively, the area should be moisture conditioned and re-compacted to structural fill requirements. Assuming the soil is wet and soft but not disturbed, the initial layer of fill placed over the native soil should be 12 inches in depth.

Subgrades that become disturbed under construction traffic will require overexcavation to remove soft or disturbed soil. In summary, careful construction procedures are critical to the successful grading operation if the onsite soil is at or above optimum moisture content and loose. Consulting Xcell prior to initiating this type of construction is recommended to help improve earthwork efficiency and achieve a stable subgrade.

Surface and Subsurface Drainage

On site silt soil is frost and moisture sensitive. Therefore, it is critical that good drainage and grading be provided to prevent ponding, accumulation or saturation of soil near, under or around any improvement. The site must be graded to slope a <u>minimum</u> of 2 percent away from the proposed buildings, pavements, loading pads and any improvements to prevent ponding and to direct surface runoff away from the structure(s). All runoff from any source should be directed so it will rapidly drain away from improvements and will not be permitted to infiltrate the soil adjacent to improvements. All drainage and grading features must be maintained during the life of the improvements. If adequate and correct drainage is not provided and maintained the silt may become unstable or soft. When wet soil conditions occur in conjunction with freezing ground temperatures frost heaving with associated damages is probable.

ADDITIONAL SERVICES RECOMMENDED

Review of Plans and Specifications

We recommend that Xcell be retained to review the civil and structural foundation plans and earthwork specifications prior to bidding of the construction documents. It has been our experience that having the geotechnical consultant from the design team review the construction documents reduces the potential for errors, and also reduces costly changes to the contract during construction. Xcell can provide review of the construction documents on a time and expenses basis.

Construction Observation and Testing

We recommend that Xcell be retained to perform construction material testing and special inspection for earthwork, concrete and pavement. If we are not retained to perform the recommended services, we cannot be responsible for engineering related construction errors or omissions. The recommended services are not included in this evaluation and would be billed on a time and expense basis.

EVALUATION LIMITATIONS

This geotechnical engineering report has been prepared to assist planning, and construction of the indicated improvements. Our services consist of professional opinions and recommendations made in accordance with generally accepted geotechnical engineering principles and practices. This acknowledgment is in lieu of all warranties either expressed or implied. The following plates accompany and complete this report:

Plate 1 Site Plan Plate 2 USCS Soil Identification Chart

Appendix: Test Pit Logs Seismic Site Characterization Bearing Capacity & Influence Spreadsheets Pavement Sections Lab Test Results



					D	nified Soil Classificati	on				
Field Identify inc	ication P thes and	Procedures - (Ex I basing fraction	kcluding particles ns on estimated w	larger than three veights)	Group Symbol (a)	Typical Names	Information Required for Describing Soils		Labora	tory Classification Cri	teria
(d) əzi	ger than	Gravels - B or no Des)	Wide Range i substantial a intermediate	n grain size and amounts of all t particle sizes	ΜÖ	Well graded gravels, gravel sand mixtures, little or no fines	Give typical name;indicate		s follows: as follows: n curve,	(Cu=D60/E Cc=(D30)^2/(D10*D6	10)>4 0) between 1&3
2 9v9ið	na isi na 14 "	nsəlƏ Ittil) iit	Predominantly on sizes with interme	le size or a range of idiate sizes missing	B	Poorly graded gravels, gravel sand mixtures, little or no fines	approximate percentages of sand and gravel; maximum		ymbols C, SM, S Sindulor Polso	Not meeting all the rec	luirements for GW
o. 200 (e fractio f	ls with es- cciable int of es)	Non plastic fine: procedure s	s (for identification see ML below)	GM	Silty gravels, poorly graded gravel-sand-silt mixtures	size; angularity, surface condition and hardness		at qnal s) = GW' GI = SIS qi	Atterberg limits below "A" line or PI<4	Above "A" line with PI between 4 and 7 are
:elio2 W nerti ମଧ୍ୟ	costa	levere nni angre angre angre	Plastic fines () procedure s	for identification see CL below)	ပ္ပ	Clayey gravels, poorly graded gravel-sand-clay mixtures	or the coarse grains; local geologic name and other pertinent		o əsn Bu = %ZL us sə∧əis	Atterberg limits above "A" line with PI>7	borderine cases requining use of dual symbols
e Grainec I arger i	noitoent e	nes) e or no Sands	Wide Range i substantial i intermediate	n grain size and arriounts of all particle sizes	SW	Well graded sands, gravelly sands, little or no fines	descriptive information; symbols in (). For undisturbed soils add	blañ ar	t briss bris of yoo nuper sess nuper sess	(Cu=D60/L Cc=(D30)^2/(D10*D6	10)>6 0) between 1&3
Coars aterial	u 1/4 "	neəlƏ Nittil) Nit	Predominantly on sizes with interme	le size or a range of idiate sizes missing	SP	Poorty graded sands, gravelly sands, little or no fines	information on stratification, condition, comentation and	t) ni bə	ol grave wassing (W, SP denine c	Not meeting all the rec	uirements for GW
m îo îl	iler thai erit teli	sən truon	Non plastic fine: procedure s	s (for identification ee ML below)	SM	Silty sands, poorly graded sand- silt mixtures	moisture. EXAMPLE: Silty SAND - (SM) -	hinabi	entages v, GP, S are bor	Atterberg limits below "A" line or PI<4	About a find the O
ed nedt avolå	t) end - sbris2 ems si	Rands with fit sends sources (senñ to	Plastic fines (I procedure s	for identification (ee CL below)	S	Clayey sands, poorly graded sand-clay mixtures	Light brown, medium dense to dense, damp to moist, Moderately cemented from 2-3 feet, roots to 1 foot.	se enoitoert vine	ang animasau maq no pribragaO VO = %2 narti zeau %21 ol T	Atterberg limits below "A" line with PI>7	couve A mile will are between 4 and 7 are borderline cases requiring use of dual symbols
19f	dentificati	ion Procedures o	on Fraction Smaller	r than No. 40 Seive				v of			
leme a	559	Dry Strength	Dilatancy	Toughness				enune			
si IBinaterial is ve	l jimil biupil 03 n	None to slight	Quick to slow	None	ML	Inorganic sitts and very fine sands, rock flour, sitty or clayey fine sand with slight plasticity	Give typical name indicate degree and character of	noitudinteib i	(6) Com	paring souls at equal liquid limit biness and dry sitengils increase	
ol tali the o. 200 sie	eut sva clays	Medium to high	None to very stow	Medium	ರ	Inorganic clays of low to medium plasticity, lean clays, may be gravelly, sandy or silty.	plasticity, amount and max size of coarse grains; cotor when wet, order incel newtonic	ezis nisig	a a xopur únqex	increasing plasticity index	
ore the	stli2	Slight to medium	Slow	Slight	Ы	Organic silts and organic silt- clays of low plasticity	name, any other information. For	əsU	л 2 5 5 6	cr or	H 1
M :elioe l Iedt	biupil s/ 0č nshi	Slight to medium	Slow to none	Slight to medium	HW	Inorganic silts micaceous or diatomaceous fine sandy or silty soils, elastic silts	undisturbed soil add information on structure, stratification,			20 30 40 50 60	4H 70 80 90 100
grained	ineater	High to very high	None	High	сн	Inorganic clay of high plasticity, fat clays	consistency in undisturbed and remolded states and		IJ	Plasticity chart r laboratory classification of fine	لاتعانات المراجعة ال
-eniT	stiits timit	Medium to high	None to very slow	Slight to medium	но	Organic clays of medium to high plasticity	moisture. EXAMPLE: Clayey SILT -(ML)-		C	XCELL ENGINI	EERING LC <i>m Exellence</i>
Highly Oganic	Soils	Readily identii	ified by color, odor, aquently y fibrous to	spongy feel and exture	ž	Peat and other highly organic soils	brown, suff to very suff, moist, (loess).			CSCS	Plate 2

Highland Highschool Repairs Pocatello, ID Page 16

Appendix:

Test Pit Logs Seismic Site Characterization Bearing Capacity & Influence Spreadsheets Pavement Sections Lab Test Results

pth (ft)	Description Per The Unified S Classification Syst	50il tem	USCS Class	ample Type	ows per 6"	ows per Foot	PT N- Value	covery nches)	Remarks
De	(USCS)		1	Š,	Ble	Ble	0	(i	Ground surface
-	PCC Floor Slab								
- 1 - - 2 -									
- 3									Auger advanced with
- 4					-				Case
- 5	Fine Sandy Silt – Lig brown, loose, damp	ght	ML	SPT	2				
- 6 -					2	5	5	12	
- 7									
- 8									
- 9									
- 10	Fine Sandy Silt – Lig	ght	ML	SPT	2				
- - 11	brown, loose, damp				2	4	4	10	In-situ moisture
-					-				content = 12.5%
- 12									60.5% by weight
- 13									sieve.
- 14 -									
- 15 -	Fine Sandy Silt – Lig	ght	ML	SPT	1				
- 16	,,F				1	2	2	9	
- 17									
- 18									
- -19									
- - 20									
Proje	ct: HHS	Drill	Rig: S	imco 28	300	BOF	RING	: A	
File N	lo.: P24105	Dian	ieter: 6	"				XCELL E	NGINEERING, LLC
Date	Drilled: 5/22/24					Q	()	260 Laurel I Chubbuck, I	ane daho 83202
Logge	ed By: JPB						~		Page 1/2

epth (ft)	Description Per The Unified S Classification Syst (USCS)	iem	Class	Sample Type	lows per 6"	lows per Foot	SPT N- Value	kecovery (inches)	Remarks
	(0.000)				B	B		<u> </u>	Ground surface
- 21	Fine Sandy Silt – Lig	pht M	IL	SPT	2 4				
-	brown, loose, damp				5	9	9	13	
- 22									
- 23									
-									
- 24							ĺ		
- 25	Fine Sandy Silt – Lig	ght M	IL	SPT	5				
-	brown, loose, damp				5	10			
- 26					8	13	13	13	
- 27									
- - 29									
- 20									
- 29									
- 30	Fine Sandy Silt – Lig	2ht M	IL	SPT	9				
-	brown, medium dens	se,			10				
- 31	damp				10	20	20	15	
- 32									
-	Boring terminated in								
- 33	31.5 feet								
- 34									
- - 35					i				
-									
- 36 -									
- 37									
- - 38									
-			1						
- 39									
- 40									
Proje	ct: HHS	Drill Ri	ig: S	imco 28	300	BOR	RING	: A	
File N	lo.: P24105	Diamet	er: 6	??					
Date	Drilled: 5/22/24					V	$\left(\right)$	260 Laurel La Chubbuck, Id	ane laho 83202
Logge	ed By: JPB								Page 2/2

epth (ft)	Description Per The Unified S Classification Syst	oil em	USCS Class	sample Type	ows per 6"	ows per Foot	SPT N- Value	ecovery inches)	Remarks
ă	(USCS)				B	BI		a c	Ground surface
1	PCC Floor Slab								
- 1									
- 2									
- 3									Auger advanced with
-									ease
- 4									
- 5	Fine Sandy Silt – Lig	ght	ML	SPT	3				
-	brown, loose, damp				2				
- 6					2	4	4	12	
- 7									
-									
- 8									
- 9									
-	Fine Sandy Silt Lic	rht	МІ	SDT	2				Liquid Limit = 30%
- 10	brown, loose, damp	şm	IVIL	SEI	3				Flashelty muex – 776
- 11	· · · ·				3	6	6	15	In-situ moisture
- 12									content = 9.1%
-									76.6% by weight
- 13									passing the No. 200
- 14									sleve.
-									
- 15	Fine Sandy Silt – Lig	,ht	ML	SPT	2			:	
- 16	brown, toose, damp				4	7	7	12	
-									
- 17									
- 18									
-									
-17									
- 20					200				
Proje	ct: HHS	Drill	Rig: S	imco 28	500	BOF	NG	: B	
File N	10.: P24105	Dian	neter: 6)″			7	XCELL E	INGINEERING, LLC
Date	Drilled: 5/22/24							260 Laurel Chubbuck,	Lane Idaho 83202 Dogo 5 /2
Logge	ea By: JPB						1		rage 1/2

Depth (ft)	Description Per The Unified S Classification Syst (USCS)	Soil tem	USCS Class	Sample Type	Blows per 6"	Blows per Foot	SPT N- Value	Recovery (inches)	Remarks
- - 21 - - 22	Fine Sandy Silt – Lig brown, medium dens dry to damp	ght se,	ML	SPT	3 5 5	10	10	13	Ground surface
- 23 -					-		:		Collapsible silt
- 24 -									
- 25	Fine Sandy Silt – Lig brown, medium dens	ght se,	ML	SPT	12 12				
- 26	dry				10	22	22	14	
- 27									
- 20 - - 29									Collapsible silt
- - 30	Fine Sandy Silt – Lig	ght	ML	SPT	4				
- - 31	brown, medium dens dry	se,		:	5 5	10	10	11	
- 32 - - 33	Boring terminated in medium dense silt at								
- - 34	31.5 feet				:				
- 35									
- 36 -									
- 37 -									
- 38 -									
- 39 -									
- 40	ot: HHS	Drill	Ria: S	imee 29	200	DOD		. D	
File N	In.: P24105	Dian	nig: 3 ieter: 6	,»		ROK	ang	: B	
Date	Drilled: 5/22/24	17141		,				XCELL EN 260 Laurel La	NGINEERING, LLC
Logge	ed By: JPB					10		UNUDDUCK, Id	Page 2/2

th (ft)	Description Per The Unified S Classification Syst	Soil	SCS ass	nple ype	vs per "	vs per oot	r N- ilue	overy ches)	Remarks
Dept	(USCS)	lem	US CI	San Ty	Blow	Blow F(SP7 Va	Reco (inc	
-	PCC Floor Slab								Ground surface
- 1 - 2 - 3 - 4 - 5 - 5	Fine Sandy Silt – Lig brown, loose, damp	ght	ML	SPT	2 3				Auger advanced with ease
- 6 - 7 - 8 - 9 -			Ð		2	5	5	10	
- 10 - 11 - 12 - 13 - 14	Fine Sandy Silt – Lig brown, loose, damp	ght	ML	SPT	0 1 1	2	2	9	In-situ moisture content = 11.4% 72.6% by weight passing the No. 200 sieve.
- 15 - 16 - 17 - 17 - 18 - 19 - 20	Fine Sandy Silt – Lig brown, loose, damp	ght	ML	SPT	3 2 2	4	4	11	
Proje	ct: HHS	Drill	Rig: S	imco 28	300	BOF	RING	: C	
File N	lo.: P24105	Dian	ieter: 6	,,,,				XCELL	NGINEERING, LLC
Date	Drilled: 5/22/24						()	260 Laurel I Chubbuck,	ane daho 83202
Logge	ed By: JPB					201			Page 1/2

epth (ft)	Description Per The Unified S Classification Syst	Soil SOS	Class Sample Type	lows per 6"	lows per Foot	SPT N- Value	(ecovery (inches)	Remarks
<u> </u>	(0505)			m	B	•1	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~	Ground surface
- 21 - 22	Fine Sandy Silt – Lig brown, loose, damp	ght MI	, SPT	6 5 4	9	9	10	
- 23 - - 24								
- - 25 -	Fine Sandy Silt – Lig brown, loose, damp	ght MI	SPT	3				
- 26	, , , , , , , , , , , , , , , , , , ,			3	6	6	13	
- 27								
- 28								
- 29 -								
- 30 - - 31	Fine Sandy Silt – Lig brown, dense, damp	ght MI	, SPT	13 19 15	34	34	9	Moderately cemented
- 32 - 33 - 34	Boring terminated in medium dense silt at 31.5 feet							CaCO3
- - 35								,
- 36								
- 37								
- 38 -								
- 39			1					
- 40			-					
Proje	ct: HHS	Drill Rig	: Simco 2	800	BOF	RING	: C	
The N	0.: F24105 Drilled: 5/22/24	Diamete	r; 0″			2	XCELL E	
Logge	ed By: JPB						Chubbuck, Id	iaho 83202 Page 2/2



OSHPD

Latitude, Longitude: 42.90845263, -112.42525842



Туре	Value	Description
SS	0.46	MCE _R ground motion. (for 0.2 second period)
S ₁	0.153	MCE _R ground motion. (for 1.0s period)
S _{MS}	0.659	Site-modified spectral acceleration value
S _{M1}	0.35	Site-modified spectral acceleration value
SDS	0.439	Numeric seismic design value at 0.2 second SA
S _{D1}	0.233	Numeric seismic design value at 1.0 second SA
Туре	Value	Description
SDC	D	Seismic design category
Fa	1.432	Site amplification factor at 0.2 second
Fv	2.295	Site amplification factor at 1.0 second
PGA	0.202	MCE _G peak ground acceleration
FPGA	1.398	Site amplification factor at PGA
PGAM	0.282	Site modified peak ground acceleration
TL	6	Long-period transition period in seconds
SsRT	0.46	Probabilistic risk-targeted ground motion. (0.2 second)
SsUH	0.504	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration
SsD	1.5	Factored deterministic acceleration value. (0.2 second)
S1RT	0.153	Probabilistic risk-targeted ground motion. (1.0 second)
S1UH	0.163	Factored uniform-hazard (2% probability of exceedance in 50 years) spectral acceleration.
S1D	0.6	Factored deterministic acceleration value. (1.0 second)
PGAd	0.5	Factored deterministic acceleration value. (Peak Ground Acceleration)
PGAUH	0.202	Uniform-hazard (2% probability of exceedance in 50 years) Peak Ground Acceleration
C _{RS}	0.912	Mapped value of the risk coefficient at short periods
C _{R1}	0.937	Mapped value of the risk coefficient at a period of 1 s
cv	1.007	Vertical coefficient

DISCLAIMER

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Soil Map—Bannock County Area, Idaho, Parts of Bannock and Power Counties (HHS)

Γ

Area of Interest (
Aea	AOI)	00	Spoil Area	The soil surveys that comprise your AOI were mapped at
]	of Interest (AOI)	0	Stony Spot	1:24,000.
Solls	don Hold Dobroom	8	Very Stony Spot	Warning: Soil Map may not be valid at this scale.
	vap unit Fuiyguns An Hnit I Inee	⊳	Wet Spot	Enlargement of maps beyond the scale of mapping can cause
	dap Unit Linas Los Hoit Deiste	0	Other	rinsurversiancing or the detail or mapping and accuracy or so line placement. The maps do not show the small areas of
		;	Special Line Features	contrasting soils that could have been shown at a more detail
apecial Funct	odulies Dut	Water Fea	tures	
Borro	w Pit	1	Streams and Canals	Please rely on the bar scale on each map sheet for map measurements.
英 Clay	Spot	Transport	ation Rails	Source of Map: Natural Resources Conservation Service
Close	ad Depression	\$	Interstate Highways	Web Soil Survey URL: Coordinate Svstem: Web Mercator (EPSG:3857)
K Grave	el Pit	\$	US Routes	Maps from the Web Soil Survey are based on the Web Marca
🐈 Gravi	elly Spot	2	Major Roads	projection, which preserves direction and shape but distorts
Land	fill		Local Roads	distance and area. A projection that preserves area, such as Albers equal-area conic projection, should be used if more
A Lava	Flow	Backgrou		accurate calculations of distance or area are required.
J. Marsl	h or swamp		Aerial Photography	This product is generated from the USDA-NRCS certified dat
Mine -	or Quarry			
Misce	allaneous Water			son survey Area: bannock county Area, idano, Parts of Bannock and Power Counties
Perer	nnial Water			Survey Area Data: Version 18, Sep 5, 2023
Rock	Outcrop			Soil map units are labeled (as space allows) for map scales 1:50.000 or larner.
+ Salin	e Spot			Date(s) aerial imanes were photographed: May 22, 2005 –
; s Sand	y Spot			13, 2016
Sevei	rely Eroded Spot			The orthophoto or other base map on which the soil lines wer
Sinkh	lole			compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor
Slide	or Slip			shifting of map unit boundaries may be evident.
Sodic Sodic	: Spot			

Natural Resources Conservation Service

NUSDA

6/4/2024 Page 2 of 3

Web Soil Survey National Cooperative Soil Survey

	Personal and the state of the state of the state		
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
87	Pocatello silt loam, 1 to 4 percent slopes	0.0	0.1%
88	Pocatello silt loam, 4 to 8 percent slopes	29.8	90.7%
89	Pocatello silt loam, 8 to 12 percent slopes	0.4	1.3%
90	Pocatello silt loam, 12 to 20 percent slopes	2.6	7.9%
Totals for Area of Interest		32.9	100.0%

Map Unit Legend

Bannock County Area, Idaho, Parts of Bannock and Power Counties

88—Pocatello silt loam, 4 to 8 percent slopes

Map Unit Setting

National map unit symbol: 2sb8 Elevation: 3,000 to 5,200 feet Mean annual precipitation: 8 to 13 inches Mean annual air temperature: 45 to 52 degrees F Frost-free period: 100 to 140 days Farmland classification: Not prime farmland

Map Unit Composition

Pocatello and similar soils: 90 percent Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Pocatello

Setting

Landform: Hillslopes, fan remnants Down-slope shape: Linear Across-slope shape: Linear Parent material: Loess and/or mixed alluvium

Typical profile

A - 0 to 8 inches: silt loam Bk1 - 8 to 40 inches: silt loam Bk2 - 40 to 60 inches: silt loam

Properties and qualities

Slope: 4 to 8 percent Depth to restrictive feature: More than 80 inches Drainage class: Well drained Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 2.00 in/hr) Depth to water table: More than 80 inches Frequency of flooding: None Frequency of ponding: None Calcium carbonate, maximum content: 15 percent Maximum salinity: Moderately saline to strongly saline (8.0 to 16.0 mmhos/cm) Sodium adsorption ratio, maximum: 25.0 Available water supply, 0 to 60 inches: High (about 10.9 inches)

Interpretive groups

Land capability classification (irrigated): 6s Land capability classification (nonirrigated): 6s Hydrologic Soil Group: B Ecological site: R013XY018ID - Loamy 11-13 PZ ARTRW8/PSSPS

SDA

Hydric soil rating: No

Data Source Information

Soil Survey Area: Bannock County Area, Idaho, Parts of Bannock and Power Counties Survey Area Data: Version 18, Sep 5, 2023

Bearing Capacity - Meyerhof Quit = cNcScDc+qNqSqDq+0.5YBNYSYDY Quit = cNcicDc+qNqiqDq+0.53BN3i3D3

Vertical Footings Inclined Footings

Project:	HHS	
Deter	1	0

Date: June 4, 2024 Engineer: JPB

Material:	Fine Sandy Silt (Lov	v plasticity)
Inclination=	0	Degrees
C =	0	psf
Ø =	26	degrees
Unit Wt - Y=	130	pcf
FTG Depth=	3	feet
FTG Width=	2	feet
FTG Length=	150	feet
Kp=	2.561	
Nq=	11.8	
Nc=	22.25	2
N۲ (m)=	8	
Sc=	1.006829522	
Dc≍	1.480100359	
Sq=	1.003414761	
Dq= -	1.240050179	
SV =	1.003414761	
DY =	1.240050179	

Ø	Nq	Nc	N⊻ (m)
0	1.0	5.14	0.0
5	1.6	6.49	0.1
10	2.5	8.34	0.4
15	3.9	10.97	1.1
20	6.4	14.83	2.9
25	10.7	20,71	6.8
26	11.8	22.25	8.0
28	14.7	25.79	11.2
30	18.4	30.13	15.7
32	23.2	35.47	22.0
34	29.4	42.14	31.1
36	37.7	50.55	44.4
38	48.9	61.31	64.0
40	64.1	75.25	93.6
45	134.7	133.73	262.3
50	318.5	266.50	871.7

For Silt/Sand/Gr Soils	Quit =	7020 psf
Ø>10 Inclination=0	Q Allow =	2340 psf
For Clay Soils	Quit =	5642 psf
Ø=0 Inclination=0	Q Allow =	1881 psf
For Silt/Sand/Gr Soils	Quit =	6996 psf
Ø>10 Inclination>0	Q Allow =	2332 psf
For Clay Soils	Quit =	4602 psf

Inclination	Factors
ic=lq=	1.00
ly for Ø>0	1.00
l¥ for Ø=0	0.00

In- S	itu Stress	@BOF
Qinitial =	390	psf

For Clay Soils	Quit =	4602	ps
Ø=0 Inclination>0	Q Allow =	1534	ps

NOTE:

- 1) C = Unconfined Compressive Strength
- 2) q = Over burden Pressure Y*Depth of Footing

3) B = width of Footing

4) Unit weight = effective unit weight

Stress With No Inclination

Footing Width (R):	2	
Fill Below Footing (fl):	2	
Stress Coeff Continuous fig:	0.6	
Stress Coeff Square ftg	0.5	
ABV:	1800	
added Stress on Native (square)	900	psf
added Stress on Native (continuous):	1080	psi
Qfinal - Qinitial Square:	510	
Qfinal - Qinitial Continuous	690	psf
Negative Values Indicate Unloaded Stress Conditions		-



0"





Flexible Pavement Design

Project: HHS	
Date: May 5, 2024	
Engineer: JPB	
Vehicle Enter EAL 20 Total 20 yr	
Type ADT Yr Const Constant	
Automobile 1000 1.38 1380	
2-Axle Truck 10 1380 13800	
3-Axle Truck 6 3680 22080	
4-Axle Truck 0 5880 0	
5+-Axle Truck 0 13780 0	
All Trucks=18 kip axle TOTAL EAL = 35880	
Traffic Index (TI) = 9.0(EAL/1,720,000)^0.119 5.7	
Enter R-Values:	
3/4 Base Course 80	
Subbase 60	
Basement Soil 25	
Select a Recommended Safety Factor: Enter	
Selected	
FS Value	
1.1	
Equivalent Actual	
Calc GE Thickness Required	Desian
GE = .0032(TI)(100-R) * FS Thickness Ratio Thickness	Section
(feet) (Value:1) (feet)	(Inches)
GE for AC = .0032(TI)(100-RAC) *FS = 0.40 2.2 0.18	(IIIQIIQO)
	2.18
GE Base = .0032(TI)(100-Rbase) *FS-Pavement = 0.40 1.67 0.24	2.18

WARNING !!

Site soil is sussceptible to frost heaving when saturated conditions occur in conjunction with freezing ground temperatures. The pavement section presented above is based solely on fatigue analysis and does not take into account frost protection. If additional frost protection is desired, the thickness of the subbase layer should be increased.

Project:	Highland	High School		Material Desc:			
Project No.:			•	Date Sampled	*		By: JPB
Client:			•	Date Tested:	May 28, 20	24	By: KS
Source:	BA @ 1	0'					_ `
Standards:	ASTM	•D1140	•D422		AASHTO	Т88	
		C117	C136			T11	T27
Total Dry Wt:							
Washed Wt:				Method	ABC		
		Weight	%	0			Report
Sieve No.		Retained	Retained	Cumulative %	Percent	Spec	Percer
		(from	on Each	Retained	Passing		Passin
2"	1 2	scalej	Sieve		1	1	T
					 		+
4.1/2"	15						+
1"	1.0						+
3///"	0.75					+	
1/2"	0.75						+
3/8"	0.375					+	+
No 4	0.075						+
Pan	0.20						+
T QIT						+	+
ΤΟΤΑΙ					<u> </u>		+
- OTAL				L		Reason	1
	Minus 4	wet weight			•	Reason	
1/2"	0.5	aroc moight.				1	1
3/8"	0.375						
No. 4	0.25					-	1
No. 8	0.125				1	1	1
No. 10	0.0787						1
No. 30	0.0234						1
No. 40	0.0165						
No. 50	0.0117						1
No. 80	0.007						
No. 100	0.0059						
No. 200	0.0029						
Pan							
TOTAL							
200 wash:			_		Moisture:	_	_
			Tare wt	184.5		Tare wt	18
		Dry wt be	tore wash	509.8		Wet wt	55
		Dry wt a	after wash	312.9		Dry wt	50
		Wt washe	a thru 200	196.9		Wt Moist	4
		To	tal % -200	60.5		Moist%	1;
	,					A	
SAND EQ, =					Soli Class:	L MIL	-
Clay Read =		i)					
Sand Read =	L	3					
	,						
Frac Face% =			1	2			
				XCE	LLENGI	NEERING	, LLC

Project:	Highland	High School		Material Desc			
Project No.:			•	Date Sampled			Bv: JPB
Client:			•	Date Tested:	May 28, 202	24	Bv: KS
Source:	BB@10)'					
Standards:	ASTM	•D1140	•D422		AASHTO	T88	T 27
Total Drv Wt:		0117	0150			1.6.1	121
Washed Wt:				Method	ABC		
		Weight	%				Reporte
Sieve No.		Retained (from	Retained on Each	Cumulative % Retained	Percent Passing	Spec	Percer
		scale)	Sieve				Passin
3"	3					T	
2"	2						
1&1/2"	1.5						
1"	1						
3/4"	0.75						
1/2"	0.5						
3/8"	0.375						
No 4	0.25			ļ			
Pan							
TOTAL							<u> </u>
TOTAL							
	Minue 4	wet weight:			•	Reason	
1/0"		wet weight.		1		1	-
3/8"	0.5						
No. 4	0.375			<u> </u>		1	
No. 8	0.25					+	
No. 10	0.0787	· · · · · ·		·		+	
No. 30	0.0234						
No. 40	0.0165						
No. 50	0.0117	· ·				1	
No. 80	0.007				-	1	1
No. 100	0.0059						
No. 200	0.0029						
						I	
Pan							
TOTAL							
200 wash:			T	111 -	Moisture:	T	
		Derricht	i are wt	111.7		I are wt	11
		Drug WI De	nore wash	011.4			/0
		UIY WU	aiter Wash	205.1			65
			a unu 200 tal % _200	76.6	1	Mojet%	4
		10	iai /0 =200	10.0		191015170	-
SAND FO	1				Soil Class	Mi	
					JUI 01000.	L	
Clav Read =							
Clay Read = Sand Read =							
Clay Read = Sand Read =							
Clay Read = Sand Read = Frac Face% =							
Clay Read = Sand Read = Frac Face% = Non Frac =					IIENCU		
Clay Read = Sand Read = Frac Face% = Non Frac = Questionable =				XCE	LLENGI Building on E		, LLC

Project:	Highland	High School		Material Desc	·		
Project No.:		-		Date Sampled			By: JPB
Client:			•	Date Tested:	May 28, 202	24	By: KS
Source:	BC @1	0'	-				_
Standards:	ASTM	• D1140 C117	• D422 C136		AASHTO	T88 T11	T27
Total Dry Wt:							
Washed Wt:				Method	ABC		
		Weight	%				Reporte
Sieve No.		Retained	Retained	Cumulative %	Percent	Spec	Percen
		(from	on Each	Retained	Passing		Passing
0"	2	scale)	Sieve	1	1		1
<u> </u>	3			· · · · · ·			+
494101	4.5						
10(1/2	1.0					+	
2/4"	0.75					+	+
<u> </u>	0.75						
1/2	0.5						+
3/8"	0.375						
NO 4	0.25					I	
Pan							_
TOTAL		·					
TOTAL					L	L	
	Minus /	wet weight:	<u>.</u>		•	Reason	
1/2"	0.5	wet weight.				1	T
3/8"	0.375					1	
No. 4	0.25						
No. 8	0.125						t
No. 10	0.0787				1		1
No. 30	0.0234						
No. 40	0.0165					1	1
No. 50	0.0117						
No. 80	0.007					1	<u> </u>
No. 100	0.0059	· · ·					1
No. 200	0.0029					1	
						-	
Pan							
TOTAL							
200 wash:				101.0	Moisture:	_	
		Deside	I are wt	121.2		l are wt	1.
		Dry wt be	etore wash	525.5		vvet wt	5/1
		Dry wt	arter wash	231.9	0	Ury wt	525
		vvt wasne	a thru 200	293.6		VVT MOIST	46
		10	tal % -200	/2.6		WOISt%	11
SAND FO					Soil Class		
Clay Poad =						[[]]	~
Sand Read =							
Frac Face% =			T				
Non Frac =					LEENGD	EFRING	
Questionable =					"Building on E	xcellence	,
Questionable =	1		all		"Building on E	xcellence"	,



ATTERBERG LIMITS WORKSHEET

Project:	Highland High School	Job No.:	
Date Sampled:		Sampled By:	JPB
Sample Type:	Baggie	Sample Location:	B B @ 10'
Lab Tech:	KS	Date Tested:	5/1/2824

ASTM Procedure	Plastic Lin	nit		Liquid Lim	it (25 Blows)		
AASHTO Procedure	AASHTO T9	0-8g threads A 2g threads	STMD-4318-		AASHTO T89 of	ASTM D-431	8
Can No.	18			15			
Blow Count				25			
Weight of Can+Wet Soil	103.3			120.1		1	
Weight of Can+Dry Soil	101.3			114.8			
Weight of Water	2			5.3			
Weight of Can	92.7			97			
Weight of Dry Soil	8.6			17.8			
Percent Moisture	23%			30%			
Observe two closures for one point Liquid Limit values							

ASTM: 1.5 - 2.0g threads and 6g moisture sample AASHTO: 3g sample in 6-8 portions

PI =

7



LL =[

30

PL =

23

CLASS ML

SECTION 02 41 10 - ASBESTOS CONTAINING MATERIALS WORK PRACTICES AND DISPOSAL

PART 1 GENERAL

1.1 SUMMARY

A. The following procedures apply to the project manual and drawings for asbestos in projects and shall be incorporated into all contract documents of the project.

B. Scope of Work: Owner has tested existing materials in the building. Some items were found to be positive for ACM. A copy of the test report map is included in Contract and Bidding Specification section of these specs. Hazardous materials in the area of the D-Wing building, slatted to be demolished, are to be removed and disposed of in accordance with the specifications below. The Subcontractor's responsibilities shall include providing competent supervision, labor, materials, equipment, transportation, permits, personnel monitoring, etc., required to remove and dispose of asbestos containing and asbestos contaminated materials such as but not limited to floor tile, transite panels, and pipe fittings as shown on the Asbestos Inspection Map provided by Northern on 9-30-1988. The Subcontractor shall comply with the latest federal, state and local agency requirements governing worker safety, removal, disposal and emission standards for asbestos abatement.

C. Work covered by this section includes working around and handling of non-friable materials containing asbestos, procedures, and equipment required to protect workers and the environment from airborne asbestos fibers during the work described. Existing materials, which are to be worked on or removed as part of this project, have been determined, by testing, to contain asbestos.

D. The Subcontractor shall provide a "competent person" as defined in 29 CFR 1926.1101 and at least one trained NESHAP person onsite during the removal. In addition, the American Red Cross or equivalent shall certify at least one of the Subcontractor's site crewmembers at each work area have been trained in basic first aid and CPR.

E. Prior to commencing work the Subcontractor's "competent person" will identify asbestos hazards in the workplace, select the appropriate control strategy, take corrective measures to eliminate such hazards, and conduct an inspection to determine that the roofing material is intact and will likely remain intact during the new work, any removal and disposal.

F. Work includes cleaning and decontaminating all areas were asbestos containing materials (ACM) have been disturbed/removed, proper transportation and disposal of all ACM waste. The Subcontractor is responsible for utilizing a landfill permitted to accept asbestos.

G. The Subcontractor will submit an EPA-NESHAP "Courtesy" Notification of Renovation or the required 10-day Notification of Renovation.

1.2 SCOPE OF WORK

A. The scope of work requires the Subcontractor to complete all abatement work, cleanup and disposal. The Subcontractor's responsibilities include removal, transportation, and receipt for disposal at a state-approved landfill of all identified asbestos containing or contaminated materials (ACM).

B. The Subcontractor is responsible for securing openings or access points to all abatement work

areas.

C. The Subcontractor shall conduct all work in a safe and professional manner insuring that the building occupants, workers, environment and the public are not exposed to hazardous levels of air borne asbestos. The Subcontractor will be required to make restitution for any and all damages caused by abatement activities to any of the building's components and systems.

D. All asbestos-containing materials listed are subject to Class II removal requirements as defined by 29 CFR 1926.1101. The Subcontractor shall ensure that the following work practices are followed:

E. Engineering Controls for non-friable ACM: lightweight vermiculite/cementitious decking:

1. Isolate all heating and ventilation air intake sources or shut down the system.

2. Material shall be removed in an intact state to the extent feasible.

3. Wet methods shall be used to remove materials that are not intact or that will be rendered not intact during removal unless such wet methods are not feasible, or will create safety hazards.

4. Cutting machines shall be continuously misted unless a competent person determines that misting substantially decreases worker safety.

5. A HEPA dust collector shall collect all dust resulting from the cutting of a power cutter or HEPA vacuum along the cut line or by gently sweeping and then carefully and completely wiping up the still-wet dust and debris left along the cut line. Dry sweeping is never allowed.

6. Asbestos-containing material that has been removed shall not be dropped or thrown to the ground.

7. Upon being removed, unwrapped material shall be transferred to a closed receptacle in such manner so as to preclude dispersion of dust.

F. Alternative Work Practices and Controls. The Subcontractor may use different or modified engineering and work practices if the following provisions are used.

1. The employer demonstrates by providing data representing past employee exposure using similar removal methods for similar conditions under which will be used and that employee exposure will not exceed the PELs under any anticipated circumstances.

G. Respirator Protection General. For employees who use respirators required by this section, the employer must provide respirators that comply with the requirements of this paragraph. Respirators must be used during:

1. Class II work when ACM is not removed in a substantially intact state.

2. Class II and III asbestos work that is not performed using wet methods, except for removal of ACM from sloped roofs when a negative-exposure assessment has been conducted and ACM is removed in an intact state.

3. Class II and Class III asbestos work for which a negative-exposure assessment has not been conducted.

4. The Contractor must implement a respiratory program in accordance with OSHA 29 CFR 1910.134.

H. Employee Information and Training.

1. The employer shall, at no cost to the employee, institute and ensure employee participation a training program for all employees who are likely to be exposed in excess

of a PEL and for all employees who perform Class I through IV asbestos operations. 2. Training shall be provided prior to and at least annually thereafter. Class II work training shall include at a minimum the equivalent in curriculum, training method, and length to the EPA's Model Accreditation Program for Workers.

I. Housekeeping: When vacuuming methods are selected HEPA filtered vacuuming equipment must be used. The equipment shall be used and emptied in a manner that minimizes the reentry of asbestos into the workplace.

1.3 ASBESTOS ABATEMENT

A. Removal of materials will utilize the Work Practices and Engineering Controls for Class II Work. Removal procedures will be conducted in accordance with OSHA 29 CFR 1926.1101 and this Specification. Contractor personnel removing or disturbing ACM will be required, at a minimum; to wear a HEPA filtered negative pressure air purifying respirator unless a Negative Exposure Assessment (NEA) is provided demonstrating fiber control during removal of ACM materials.

B. If the NEA and employee monitoring are below the PEL of 0.1 fibers per cubic centimeter (f/cc) 8-hour TWA, and 1.0 (f/cc) 30-minute excursion limit, with proper work practices, the respirator program with medical surveillance will not apply.

C. The Subcontractor shall take necessary precautions to prevent water damage to adjacent areas. The surface must be allowed to dry before any new materials can be applied.

D. Alternatives to these procedures must be submitted via written request to the Project Manager prior to the pre-construction meeting.

1.4 SUBMITTALS

A. The following shall be submitted to and accepted by the Construction Manager prior to the start of the project or commencing work involving asbestos materials.

B. Contractor's anticipated schedule shall be submitted to the Construction Manager with the pre-work submittals.

C. Provide proof that all permits and notifications have been secured in conjunction with removal, hauling, disposal and that timeliness of such actions meets requirements of federal, state, regional, and local authorities.

D. Submit documentation that workers are currently certified and trained per the requirements of "Class II work activities for ACM roofing removal.

E. Submit documentation that supervisors are currently certified as an Asbestos Supervisor per EPA 40 CFR 763 or a Competent Person as required by OSHA.

F. The Subcontractor shall submit post-work project documentation to Construction Manager within 10 days of substantial completion of asbestos abatement. Post-work documentation shall include at least the following:

- 1. All permits and notifications.
- 2. All waste shipment records.
- 3. Daily work logs.
- 4. All air monitoring analytical results.

1.5 JOB CONDITIONS

A. Substantial completion for this project is defined as when final visual inspection determines each work area is completed and in compliance with the contract documents, federal, state and local regulations.

B. For each asbestos abatement area under these specifications, asbestos abatement shall be scheduled and completed prior to all other construction activities that could have an adverse affect on the ACM. Damage to the building or adjacent properties, etc. caused by the Subcontractor will be repaired at no additional expense to owner.

C. Work areas shall be secured or under the direct control of the Subcontractor at all times. Securing work areas includes locking access, removing any safety hazards, and securing all waste and equipment.

1.6 QUALITY CONTROL

A. Subcontractor is responsible for performing all personal air monitoring as required by OSHA 29 CFR 1910.

1. A "competent person", "certified asbestos supervisor", "NIOSH 582 Reader" or accepted equivalent training with a minimum of six (6) months experience is required for the Subcontractor's monitoring technician.

2. An accredited laboratory shall analyze all samples taken by the Subcontractor. The lab is subject to acceptance by the Owner and Architect. Analytical results shall be made available to the CM within 24 hours of sample completion.

3. Control limit for workers and inside the work area shall be one half of the PEL (0.1 f/cc x 0.5 = 0.05 f/cc) times the respiratory protection factor of the least protective respirator used. [(PEL) (0.5) (RPF)] = Control Limits.

B. Work Practices as a Function of Airborne Fiber Concentrations:

1. Work Practices and Engineering Controls for Class II ACM removal procedures include misting water, wet sweeping and HEPA vacuums. The usage of protective equipment (respirators, disposal coveralls) is continually used throughout the process for removal of non-intact materials.

2. Should the air samples reach or exceed the control limit, abatement work must stop, change respirators (if necessary) and initiate cleaning. Abatement shall not resume until the fiber concentration is reduced below the control limit and the Construction Manager authorizes resumption of the abatement work.

1.7 APPLICABLE CODES, REGULATIONS, AND PUBLICATIONS

A. All applicable codes, regulations, and standards have the same force and effect, and are made a part of the contract documents as if copied directly into the contract documents, or as if published copies are bound herewith. The Subcontractor is responsible and liable for full compliance with all applicable federal, state, and local regulations. **PART 2 PRODUCTS**

2.1 EQUIPMENT AND MATERIALS

A. The Subcontractor shall use equipment and materials as listed below and any deviations shall be submitted to the Project Monitor for acceptance. The applicable Material Safety Data Sheet (MSDS) or U.S. Department of Labor Approval must accompany all such submittals. The Contractor shall allow the Construction Manager time to inspect any items used during the project for suitability and condition.

B. The Mine Safety and Health Administration (MSHA) or National Institute for Occupational Safety and Health (NIOSH) must approve all respirators.

1. Use, at a minimum, negative pressure half face respirator equipped with HEPA filtration cartridges during non-intact ACM removal, manual non-friable, or cut methods. Respiratory protection shall be increased as required by OSHA 29 CFR 1926.1101 Construction Standard when daily air monitoring indicates.

C. Provide goggles to personnel engaged in asbestos operations when the use of a fullface respirator is not required.

D. Provide "danger" signs and labeled barricades at all approaches to work areas. Locate signs were personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos.

1. Danger signs should conform to OSHA 29 CFR 1910.145(d)(4).

2. Warning Labels should be sufficient size to be clearly legible and read:

DANGER CONTAINS ASBESTOS FIBERS AVOID CREATING DUST BREATHING ASBESTOS DUST MAY CAUSE SERIOUS BODILY HARM

3. Warning Signs should be sufficient size to be clearly legible and read:

DANGER ASBESTOS CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

E. Polyethylene barriers (sheeting) shall be 6-mil thickness and sealed with duct tape as necessary to prevent ACM contamination or water from the interior of the building during the course of work. Subcontractor shall stop work and immediately repair any tears or punctures in sheeting to prevent entry to the building.

PART 3 EXECUTION

3.2 PREPARATION OF WORK AREAS

A. Work Area Preparation

1. The Owner will provide electric power and water sources, if applicable, in the area where abatement is taking place. The Subcontractor is responsible for safe installation of all temporary utilities per applicable code requirements. See OSHA requirements under the construction standard.

3.3 ASBESTOS REMOVAL

A. Spray asbestos material with water using equipment capable of providing a "mist" application to reduce release of fibers. Spray asbestos material repeatedly during work process to maintain wet condition and minimize asbestos fiber dispersion. Removed ACM

shall be lowered to disposal area minimizing breakage and fiber release. Dropping ACM to a lower level is not permitted. All ACM removed shall be cleaned up and secured by the end of each workday. No debris, unsecured equipment, tools, etc. shall remain on the work site past the end of each workday. Removal surfaces must be thoroughly cleaned with wet sweeping (no dry sweeping will be allowed) until no traces of ACM can be seen and allowed to be thoroughly dry before new materials are applied.

3.4 WASTE REMOVAL FROM THE WORK AREA

A. Gross asbestos debris shall be removed and cleaned up by the end of each workday. All residues shall be removed by wet sweeping or HEPA vacuuming and disposed of as asbestos containing material.

B. All intact ACM removed from the work area will be placed directly into the disposal transport container i.e. truck bed which will be lined or covered, at a minimum, with one (1) layer of 6-mil polyethylene.

C. All non-intact ACM removed from the work area will be placed directly into the disposal transport container i.e. truck bed which will be lined and sealed with two (2) layers of 6-mil polyethylene.

D. Enclosed disposable chutes will be required to have an additional water mist spray directly at the top of the chute for work greater than 50 feet from the ground. Forklifts and cranes can also be used for safe handling of materials from the roof to ground.

3.5 CLEANUP OF WORK AREAS

A. During this work the surfaces being cleaned shall be kept wet. During cleaning critical barriers will remain in place and HVAC systems shall remain shut down, locked-out and sealed. Project Monitor must be notified to any deviation from these procedures.

B. Clean all other surfaces in the work area and any other contaminated areas with water and/or with HEPA vacuum equipment. After cleaning the work area, allow surfaces to dry completely. Sealed containers and equipment used shall be included in the clean-up and removed from work areas.

C. If project performance is not satisfactory as determined by the Construction Manager, the Subcontractor will re-clean all surfaces.

3.6 WASTE DISPOSAL

A. Transport labeled and sealed containers, either enclosed with two layers of 6-mil polyethylene sheeting or covered for disposal to the authorized site. Procedures for transport and disposal shall comply with 40 CFR 61 Subpart M (NESHAP); 49 CFR Subchapter C (HMTA); and state, regional and local standards and regulations.

B. Submit Waste Shipment Record (WSR) or documentation of disposal at the landfill.

3.7 REPAIR OF DAMAGE

A. As part of the inspection relative to substantial completion, the Architect, Construction Manager, and Owner will examine the project for damages. The project will not be considered substantially complete until all damaged items have been corrected to the satisfaction of the Architect, Construction Manager and Owner.

3.8 RE-ESTABLISHMENT OF THE WORK AREA AND SYSTEMS

A. Re-establishment of the work area shall occur after the visual inspection has been performed and documented to the satisfaction of the Owner, and Construction Manager.

B. Polyethylene barriers and tape shall be removed at this time and disposed of as asbestos contaminated waste.

The Bonneville Renovation, Idaho Falls, ID 02 41 10 - 7

C. The Subcontractor, Owner and the Construction Manager shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements.

D. The Subcontractor will repair all areas of damage not scheduled for demolition that occurred as a result of abatement activities.

3.9 MEDICAL SURVEILLANCE

A. The Subcontractor must provide medical surveillance to employees or agents that may be exposed to asbestos levels in excess of 0.10 f/cc during the abatement project.

B. Medical Surveillance shall include at a minimum:

- 1. A work/medical history to elicit symptomatology of respiratory disease.
- 2. A chest X-ray evaluated by a Certified B-reader.
- 3. A pulmonary function test interpreted by a Certified Pulmonary Specialist.
- 4. A physician's exam of the employee.

3.10 ALTERNATIVE PROCEDURES

A. Procedures described in this specification are to be utilized at all times. If specified procedures cannot be followed, a written request to the Construction Manager providing details of the problem encountered and recommended alternatives must be submitted. These alternative procedures shall provide equivalent or greater protection than procedures that they replace.

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SECTION 024116

STRUCTURE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of buildings, building debris, and site improvements.
 - 2. Removing below-grade construction.
 - 3. Disconnecting, capping or sealing, and abandoning in-place or removing site utilities.
 - 4. Surface restoration, backfill and compaction requirements to provide level building pad.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged.

1.4 INFORMATIONAL SUBMITTALS

- A. Schedule of Building Demolition Activities: Indicate the following:
 - 1. Detailed sequence of demolition work, with starting and ending dates for each activity.
 - 2. Temporary interruption of utility services.
 - 3. Shutoff and capping or re-routing of utility services.
- B. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by demolition operations.

1.5 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing State of Idaho permit regulations before beginning demolition. Comply with air quality, hauling, and disposal regulations of authorities having jurisdiction.
- B. Pre-demolition Conference: Conduct conference at Project site.
 - 1. Inspect and discuss condition of construction to be demolished.
 - 2. Review structural load limitations of existing structures.
 - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 - 4. Review and finalize protection requirements.
 - 5. Review procedures for noise control and dust control.

6. Review procedures for protection of adjacent buildings.

1.6 PROJECT CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
 - 2. Maintain access to existing walkways exits, and other facilities used by occupants of adjacent buildings.
 - 3. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Owner assumes no responsibility for buildings and structures to be demolished.
 - 1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- D. Hazardous Materials: Removal or stabilization of regulated materials will be completed as a separate demolition phase bid package. Owner will provide information available to bidders for regulated materials, which may or may not need to be supplemented with an updated report as part of the regulated materials demolition work.
- E. On-site storage or sale of removed items or materials is not permitted.
- 1.7 COORDINATION
 - A. Arrange demolition schedule so as not to interfere with operations of adjacent occupied buildings.
 - B. Refer to Electrical and Plumbing Specifications for discipline specific information.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Backfill Granular Borrow
 - 1. Classifications A-1-a, A-1-b, A-2-4, or A-3, ASTM D3282.
 - 2. Material meets CBR-value (ASTM 1883) or R value (ATSM D2844) for suitability of source, not for project control testing.
 - 3. B. Aggregate Base Course (untreated base course):
 - 4. Consist of hard, durable particles of fragments of stone or gravel, screened or crushed to required size and grading and free from vegetable matter, lumps or balls of clay, alkali, adobe, or other deleterious matter.
 - 5. Materials derived from processing demolished or removed asphalt concrete are not acceptable.
 - 6. When sampled and tested in accordance with specified test methods, material shall comply with following requirements:

- 1) Percentage of Wear: Not exceed 50 percent after 500 revolutions when tested in accordance with ASTM C 131.
- Plasticity Index: Not be more than 5 when tested in accordance with ASTM D 4318.
- 3) Liquid Limit: Not be more than 25 percent when tested in accordance with ASTM D 4318.
- 7. Consist of crushed or fragmented particles.
- 8. Grade within the following limits when tested in accordance with ASTM C 136 and ASTM C 117:

Sieve Sizes (Square Openings)	Percent by Weight Passing Sieve
1-1/2 inch	100
¾ inch	81-91
1/2 inch	67-77
Number 4	43-53
Number 16	23-29
Number 200	6-10

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

- B. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.
- C. Except as indicated, verify that hazardous materials have been remediated before proceeding with building demolition operations.

3.2 PREPARATION

- A. Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.
 - 1. Contractor to cap, seal, or plug utilities indicted on the plan at the connection to the main line or as directed by the Utility Purveyor, coordinate schedule of utility shut offs with the Utility Purveyor.
 - 2. Contractor to repair surfaces impacted by utility disconnects to include streets, curb and gutter, and sidewalk not noted for demolition to pre-existing conditions with backfill and compaction, asphalt pavement, or concrete repair in accordance with requirements of the jurisdiction having authority.
 - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.

- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished. Submit calculations for bracing, shoring, and underpinning signed and sealed by professional engineer.
 - 1. Strengthen or add new supports when required during progress of demolition.

3.3 PROTECTION

A. Existing Facilities: Protect adjacent walkways, signals, fencing to remain, parking lots, roadways, utilities, wall shoring, and other facilities noted as to be protected or which are outside the scope of demolition during project operations. Maintain exits from existing buildings.

B. Existing Utilities: Maintain utility services to remain and protect from damage during demolition

operations.

- 1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
- 2. Where required, provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
- 3. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.

C. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.

- D. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
- E. Protect adjacent buildings during demolition.
 - 1. Provide temporary barriers and protection at post tensioned concrete slab anchorage zones when releasing post tensioned tendons in concrete floor and roof slabs.
 - 2. Provide temporary barriers and protection at post tensioned concrete slab anchorage zones at unreleased strands adjacent to demolition area during construction.

3.4 DEMOLITION, GENERAL

- A. General: Demolish/remove indicated building(s) completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
 - 2. Maintain adequate ventilation when using cutting torches.

- 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- 4. Cease operations immediately when adjacent structures appear to be in danger. Notify Architect/Engineer. Do not resume operations until directed.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities
 - without permission from Owner and authorities having jurisdiction. Provide alternate routes
 - around closed or obstructed traffic ways if required by authorities having jurisdiction.
 - 2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.
- C. Explosives: Use of explosives is not permitted.

3.5 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically from higher to lower level as applicable to the building height. Where applicable, complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
 - 1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction that are within the footprint of or are associated with the existing building or site.
 - 1. Remove below-grade construction, including basements, foundation walls, and footings, completely.
- D. Existing Utilities: Where indicated abandon existing utilities and below-grade utility structures. Demolish and remove or abandon existing utilities as indicated on the plan and as required by the Utility Purveyor. Remove below-grade utility structures in abandoned utility services. Preserve and protect utility items as noted on the demolition plan.
 - 1. Piping: Disconnect piping at unions, flanges, valves, or fittings.

3.6 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations and utility disconnects with satisfactory soil materials according to the backfill requirements provided herein.
 - 1. 1. Site restoration shall provide a clean and level compacted surface at or near elevation 4763 throughout the area of the proposed building pad to match approximately 8 inches below finished floor elevation at the connection point of the existing building.
 - 2. At areas outside the proposed building footprint where asphalt or other surface features are to be removed, the surface shall be left clean of asphalt tailings and shall be leveled and compacted and in accordance with elevation requirements noted herein.
- B. Placing and spreading of backfill materials
 - 1. Backfill materials shall be placed and spread evenly in layers. When compaction is achieved using mechanical equipment, the layers shall be evenly spread so that when compacted, each layer shall not exceed 8 inches in thickness.
 - 2. During spreading, each layer shall be thoroughly mixed as necessary to promote uniformity of material in each layer.
 - 3. Where the backfill material moisture content is below the optimum moisture content, water shall be added before or during spreading until the proper moisture content is achieved.
 - 4. Where the backfill material moisture content is too high to permit the specified degree of compaction the material shall be dried until the moisture content is satisfactory.
 - 5. Where groundwater exists in excavation to be backfilled or where saturated and soft conditions exist, provide 2" to 4" cobble rock stabilization material to establish firm bearing for granular backfill borrow. Remove sloughing side material as required prior to placing granular backfill borrow.
- C. Compaction Requirements
 - 1. Each layer backfill materials as defined herein, shall be mechanically compacted to the indicated percentage of density. Equipment that is consistently capable of achieving the required degree of compaction shall be used and each layer shall be compacted over its entire area while the material is at the required moisture content.
 - Compact backfill material to 95% of maximum density in accordance with ASTM D 1557 - Test Method for Laboratory Compaction Characteristics of Soils Using Modified Proctor.
 - 3. Demolition Contractor is to retain a qualified Compaction Testing agency to provide compaction testing. Test reports are to be submitted for review/acceptance prior to completion of the work with representative tests at each backfill lift.

3.7 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.
- 3.8 DISPOSAL OF DEMOLISHED MATERIALS
 - A. Remove demolition waste materials from Project site.

- 1. Do not allow demolished materials to accumulate on-site.
- 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116



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DIVISION 22 PLUMBING INDEX HIGHLAND HIGH SCHOOL DEMOLITION

<u>No.</u>	Section No. of F	ages
220000	PLUMBING	
220501 220553	COMMON PLUMBING REQUIREMENTS IDENTIFICATION FOR PLUMBING PIPES AND EQUIPMENT	3 3
221000	PLUMBING SYSTEMS	
221320	FACILITY NATURAL GAS SYSTEMS	3

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to work of this section.
- B. Related Sections: Refer to "Electrical Requirements for Plumbing Equipment" Division 26 for basic electrical requirements, for all Mechanical equipment in Division 23. Special and specific electrical requirements are specified within each respective equipment specification section.
- 1.2 SCOPE OF WORK GENERAL
 - A. This section specifies the basic requirements for plumbing installations and includes requirements common to Section 220000. It expands and supplements the requirements specified in sections of Division 01 General Requirements.
 - B. The work covered by the Plumbing Sections of the Specifications shall include the furnishing of all materials, labor, transportation, tools, permits, fees, inspections, utilities and incidentals necessary for the complete installation of all mechanical work required in the Contract Drawings.
 - C. It is the intent of the Contract Documents to provide an installation that is complete and operable in every respect. In the event that additional details or special construction is required for work indicated or specified under this section of work or work specified in other sections, it shall be the responsibility of the Contractor to provide all material and equipment which is usually furnished with such systems in order to complete the installation, whether mentioned or not.
 - D. The Contractor shall review all Contract Drawings (Plumbing) and Specifications and include in his bid all work specifically as being performed in the Plumbing section. The Contractor shall be responsible for all work performed by his subcontractors.

1.3 DEFINITIONS

- A. "Provide" shall mean "furnish and install complete and ready for intended use."
- B. "Indicated" shall mean "indicated on drawings" and/or the intent for a complete and operable system.
- C. "Concealed" shall mean "hidden from sight as in trenches, chases, furred spaces or hung ceilings.
- D. "Exposed" shall mean "not concealed", as defined above.
- E. "Noted" shall mean "noted on Plumbing and HVAC drawings or in specifications".
- F. "Contractor" also referred to as "Plumbing Contractor" or "the Contractor", shall mean "the Plumbing Contractor".

1.4 CODES AND STANDARDS

A. All plumbing work shall be installed in strict accordance with the most current edition of the International Building Code (IBC) or International Plumbing Code, International Mechanical Code (IMC), Uniform Plumbing Code (UPC), National Fire Protection Association (NFPA), International Fire Code (IFC), National Electrical Code (NEC), Energy Code IECC and ASHRAE-90.1, and all applicable state and local codes, laws and ordinances that relate to the work to be accomplished.

1.5 PERMITS AND FEES

A. The Contractor shall obtain and pay for all required permits and fees necessary to fully complete all work included in the Contract Drawings and Specifications.

1.6 CONSTRUCTION OBSERVATIONS:

- A. During the course of construction of this project, the engineer shall visit the project site periodically on an as-needed basis. The construction observation intervals may vary depending on the progress and/or stage of construction to observe the natural gas piping is being installed surface mounted items, piping connections, etc. However, written field questions are encouraged and welcomed throughout the course of construction and shall be answered promptly in writing, to keep the project construction on schedule. The project foreman should have the building plans, construction schedules, etc., affixed in mind, so the plumbing systems defined in the construction documents are to be assembled, along with the setting of equipment, of parts and pieces, related to the project are anticipated, to prevent delays or emergencies.
- B. The engineer shall make one (1) final inspection. The contractor shall notify the engineer that the installation is complete, i.e., the systems are operating and have been tested and balanced, and everything is complete and operational, all equipment connections have been made and the owner's representatives have been trained. At this time the engineer, the contractor, and the owner's representative shall schedule a time to walk the project for evaluation, and record in writing the items found to be incomplete. The contractor shall make the corrections within one week after this inspection. If at the conclusion of the observation tour the owner and engineer determine that additional visits are required to complete the project, the contractor shall reimburse the engineer at the rate of \$600 for each site visit required, plus out of pocket expenses, until all items are acceptable to the engineer and owner. The contractor shall pay the engineer in advance of each inspection.
- C. On extra visits, the contractor shall report to the engineer that all systems are complete, and the project is ready for the owner's acceptance.

1.7 INTENT AND INTERPRETATION

- A. The Drawings and Specifications are intended to supplement each other, and any details contained in one and not the other shall be included as if contained in both. Items not specifically mentioned in the specifications or noted on the drawings, but which are obviously necessary to make a complete working installation shall be included.
- B. The drawings are partly diagrammatic and do not necessarily show the exact location of all new piping and existing utilities, unless specifically dimensioned.

- C. The location of all piping shall be checked to determine that it clears all openings and structural members; that it may be properly concealed; and that it clears cabinets, lights and equipment having fixed locations.
- D. Plumbing drawings shall serve as the working drawings for this portion of the work, but the Contractor shall refer to the Architectural, Structural, HVAC, and Electrical drawings for additional detail affecting the installation of his work. Architectural drawings shall take precedence over the Plumbing drawings if any dimensional discrepancies exist.
- E. The approximate location of each item is indicated on the drawings. These drawings are not intended to give complete and exact details in regard to location. Exact locations are to be determined by actual measurements at the building and will in all cases be subject to the approval of the Architect, who reserves the right to make any reasonable changes in the locations indicated without additional cost.
- F. The contractor shall not make a change in a system, system layout, and/or equipment, except he receives written approval or drawing over the signature of the engineer.

1.8 SUBMITTAL OF EQUIPMENT FOR APPROVAL

- A. Refer to the Conditions of the Contract (General and Supplementary) and Division 01 General Requirements for submittal definitions, requirements, and procedures.
- B. SHOP DRAWINGS AND PRODUCT DATA OF EQUIPMENT BEING INSTALLED IN THE PROJECT: After the contract is awarded, but prior to manufacture or installation of any equipment, the contractor shall assemble and submit Shop Drawings, parts lists, Brochures, etc., for the materials and equipment requiring approval for each section of this specification. A brief description of submittal conditions is given below. Refer to identified sections for detailed submittal requirements.
- C. Confirming and approving substitute equipment for the project.
 - 1. Confirm that the substitute equipment is approved for installation before entering it into the base bid. It must be defined as to name, catalog number or both in a published addendum. **If not approved, do not enter in the base bid**.
 - 2. Each unit shall state the name of the equipment manufacturer (name, address, phone, email, etc.) catalog number, size, physical dimensions and weight, energy characteristics (electrical and/or fuel), operating characteristics, materials from which constructed, any special conditions that may apply to the construction of the unit, etc.
 - 3. The equipment must explain and define in detail the components that make-up the unit, so the owner and engineer can determine, define the replaceable parts during the life of the unit.
 - 4. Complete operating instruction, normal maintenance recommendations, start-up procedures, etc.
 - 5. In general, the contractor shall acquaint himself with the equipment to confirm that it can be installed as shown on the plans and from his experience perform the indicated function in the system where installed.

- 6. In the course of reviewing the shop drawings, **the Contractor shall confirm the energy usage** (gas, physical size, weight etc.) and determine if these services are available at the equipment characteristics. Namely: confirm gas pressure (psi), regulator, etc., with the project's gas characteristics. Availability of fuels with the serving utility, pipe sizes, etc., or if there are discrepancies in the services. If the indicated equipment services are not available, inform the engineer by phone and in writing, also note on the shop drawing. This cooperative effort will correct a problem before the equipment arrives at the job site.
 - a. The shop drawings shall also indicate the scheduled delivery dates the equipment will be at the site.
 - b. If the contractor foresees any problems with equipment size, weight, delivery, etc., it shall be noted in writing, attached to the shop drawings.

1.9 RECORD DOCUMENTS

 Contractor shall record differences between plumbing systems as installed and those indicated in Contract Documents on a set of prints of plumbing drawings to be furnished by Architect. Return these prints to Architect at completion of project. Notations made on drawings shall be neat and legible. Comply with Division 01 General Requirements.

1.10 OPERATION AND MAINTENANCE MANUALS

- A. Contractor shall prepare and submit Operation and Maintenance Manuals for mechanical systems provided under this Contract. Comply with Division 1 requirements for procedures and requirements for preparation and submittal of manuals.
- B. Manual binder shall have permanent lettering of a contrasting color. Information to be included on the binder is as follows:
- C. The front cover shall be lettered as follows:



OWNER:	(NAME)
ARCHITECT:	(NAME)
PLUMBING ENGINEER:	Nielson Engineering Inc.
GENERAL CONTRACTOR:	(NAME)
PLUMBING CONTRACTOR:	(NAME)

The spine shall be lettered as follows:

PLUMBING O & M MANUAL (Year) (Project Name)

- D. Provide a master index at beginning of Manual showing items included. Use plastic tab indexes for sections of Manual.
- E. Cover section shall consist of name, address, and phone number of Project Architect, General Contractor, Mechanical Engineer, Mechanical Contractor, and all Mechanical Sub-Contractors.
- F. Provide a separate section for each section of the specifications. Provide index for each section listing equipment included. Include all items specified in Sections 220529 through 226313.
 Provide a list of each type of equipment supplied with the local supplier's name, address, and phone number.
- G. Include descriptive literature (manufacturer's catalog data) of each manufactured item. Literature shall show capacities and size of equipment used and be marked indicating each specific item with applicable data underlined. Data sheets shall be original. Copies are not acceptable.
- H. One (1) copy of the manual shall be submitted for review and approval by the Engineer. After approval, submit three (3) copies of manual to the Owner for approval unless otherwise directed by Division 1 requirements. Information to be included in manual:
 - 1. Description of function, normal operating characteristics and limitations, performance curves, engineering data and tests, and complete nomenclature and commercial numbers of all replaceable parts.
 - 2. Manufacturer's printed operating procedures to include start-up, break-in, routine, and normal operating instructions; regulation, control, stopping shutdown, and emergency instructions; and summer and winter operating instructions.
 - 3. Maintenance procedures for routine preventative maintenance and troubleshooting; disassembly, repair, and reassembly; aligning and adjusting instructions.
 - 4. Servicing instructions and lubrication charts and schedules.
 - 5. Schematic control diagrams (as built status) for each automatic control system. Mark correct operating setting for each control instrument on these diagrams. A second complete set of control diagrams encased in clear plastic laminate shall be furnished.
 - 6. Valve schedule indicating the valve symbol (tag number), valve location by room number and description, valve purpose and system served, and valve size. Provide one corresponding set of full-size plumbing prints (as-builts status) showing these valve locations for cross-reference. A second complete set of valve schedules (8½" x 11") encased in clear plastic laminate and fitted in an aluminum holding frame shall be furnished to the Owner.
 - 7. Testing, Adjusting and Balancing Report.
 - 8. Test records and certifications.
 - 9. Instruction period checklist.
 - 10. Warranty information.

1.11 OPERATION AND MAINTENANCE INSTRUCTION AND TRAINING

- A. The Contractor shall instruct the Owner's Representative(s) in the Operation and Maintenance procedures described in the Operation and Maintenance Manual. Comply with Division 1 requirements.
- B. Individuals present shall include Contractors, Subcontractors, and equipment factory representatives. These individuals shall assist in instruction and start-up.
- C. Minimum instruction time shall be eight (8) hours unless otherwise specifically noted.
- D. All Plumbing systems shall be properly functioning prior to instruction period.
- E. Contractor shall prepare a checklist of all equipment and systems requiring instruction and maintenance for verification by the Owner's Representative of satisfactory start-up and instruction. A copy of this checklist shall be included in the Operation and Maintenance Manual.

1.12 GUARANTEE

A. Contractor shall guarantee the satisfactory operation of all material and equipment installed under section 220000 and shall repair or replace to the satisfaction of the Owner or Architect, any defective materials, equipment, or workmanship which may show itself within one year from the date of acceptance.

1.13 CLEANING

- A. The Contractor shall, at all times, keep the premises free from accumulations of waste material or rubbish.
- B. At completion of the job, the Contractor shall remove all tools, scaffolding, and surplus materials.

PART 2 - PRODUCTS

2.1 GENERAL MATERIALS AND EQUIPMENT REQUIREMENTS

- A. All materials, in general, shall conform to the requirements of all agencies or publications specified and described in Division 01 of the Contract Specifications.
- B. Materials and equipment to be provided shall be the standard catalog products of manufacturers regularly engaged in the manufacture of products conforming to these specifications and shall essentially duplicate materials and equipment that have been in satisfactory use at least two years.
- C. All plumbing pipes, fittings, and materials specified shall comply with the certification of 'Buy America' compliance for manufactured products.

2.2 SUBSTITUTIONS AND APPROVAL OF PRODUCT OPTIONS

- A. Substitute equipment is encouraged if it is truly an equal to the specified items.
 - 1. The items and/or equipment specified in the contract documents are standard manufacturers items found in suppliers' catalogs, except it be indicated as special. The designer has taken time and effort to analyze, evaluate and prove to himself that the specified units will perform the function needed, wherein it is placed. This means the responsibility for the function of the specified equipment rests with the designer, who knows and understands what is to be accomplished.
 - 2. If a **supplier** and/or the **contractor** desire to substitute equipment in place of a specified item, he may do so, but he takes upon himself or herself the **full responsibility** that the substituted equipment will equal all of the performing characteristics, functions, etc., and/or exceed the performance of the specified item. The substitute equipment shall be of such a physical size and weight that it will mount in the designated location without alterations to the building and the structure will carry the load. If for any reason the substituted equipment requires alterations or modification, in any form to the building and/or the structure, the costs shall be paid by the contractor and/or those requesting the substitutions.

- 3. Those interested in requesting a substitution shall submit a substitution request. The substitution request will be considered if it is at the office of the Engineer eight (8) working days prior to the day of bidding. The request shall include the following:
 - a. A statement certifying that the equipment proposed is equal to that specified; that it has the same mechanical operating characteristics, compatible dimensions, weight, electrical characteristics and meets the function and intent of the equipment named in the contract documents.
 - b. The specification and catalog numbers of the substituted equipment.
 - c. A pictorial and specification brochure.
- 4. Because of the short bidding period, (from issuance of drawing to bid date), between the substitution request and the bid date, the designer does not have adequate time to make a full evaluation of substitute equipment. Therefore, those requesting the substitution must accept full responsibility for the items being submitted for substitution (operating characteristics, physical size, weight, output, not increase the load, etc.). If at any time during the course of construction, even up into the final completion, if the designer finds the equipment does not meet the design criteria, comply with the performance, etc., those requesting the substituted equipment and install the specified item at their expense. There shall be no cost assessed to the owner and/or the designer and the replacement will not delay the completion of the project.
- B. Discrepancies between equipment specified and the intended function of equipment shall be brought to the attention of the Architect/Engineer in writing prior to bidding. Failure to report any conflict, including catalog numbers, discontinued products, etc., does not relieve the Contractor from meeting the intent of the contract documents, nor shall it change the contract cost. If the Contractor is unable to interpret any part of the plans and/or specifications, or should he find discrepancies therein, he shall bring this to the attention of the Architect/Engineer, who will issue interpretation and/or additional instructions to Bidders before the project is bid.
- C. Any conflict arising from the use of **substituted equipment shall be the responsibility of the contractor,** who shall bear all costs required to make the equipment comply with the intent of the contract documents.
- D. Samples may be required for non-standard or substituted items before installation during construction. Provide all samples as required.
- E. No materials or apparatus may be substituted after the bid opening except where the equipment specified has been discontinued. This substitution may be made by a change order.
- F. Substitute equipment shall not be bid except it is formally issued on a **Project Addendum**.

PART 3 - EXECUTION

3.1 COORDINATION AND WORKMANSHIP

A. The Contractor shall at all times cooperate with other trades on the job to avoid friction and delay to the progress of work. All points in dispute shall be referred to the Architect.

3.2 SUPERVISION

A. This Contractor shall have in charge of the work at all times a thoroughly competent superintendent. Comply with Division 01 requirements.

3.3 WORKMANSHIP

A. The work under the plumbing contract shall be performed by Journeyman workers skilled in the particular trade and include all work necessary to properly complete the installation in a professional manner so as to present a neat and finished appearance.

3.4 EXAMINATION OF SITE

A. The Contractor shall visit the site of the proposed work and become familiar with the conditions affecting the work. Contractor shall verify all measurements at the building before beginning work.

3.5 SITE UTILITY SERVICES

A. Where applicable, the Contractor shall make connections to existing permanent cold water service immediately so as to provide the use of this service by other trades. Comply with Division 01 and 02 requirements.

3.6 EXISTING UTILITIES AND PIPING

- A. The locations of existing concealed lines and connection points have been indicated as closely as possible from available information. The Contractor shall assume that such connection points are within a 10' radius of the indicated locations. Where connection points are not within this radius, the Contractor shall contact the Architect for a decision before proceeding or may proceed at his own expense.
- B. Existing piping (hot and cold water), etc., that are found to obstruct the construction area (walls, floors, and ceilings) and obstruct the removal of a wall, doorway or passageway, etc., shall be rerouted and/or relocated to clear the construction. The cost for this work shall be included as a part of the project and shall be covered in the contractor's base bid.
- C. If systems of other trades or exhaust ducts fall within or obstruct construction area for whatever reason, the contractor shall relocate these items to allow construction to proceed. The cost for this work shall be included as a part of the base bid.
- D. Existing extensions: piping (gas piping etc.), etc., that are noted to be extended and/or retrofit (for whatever reason) to accommodate added and/or new areas or facilities shall accomplish the intent for which the system was designed. When complete, the system and/or systems shall function as if they were new. This work shall be included in the base bid for the project.
- E. Cut, remove and legally dispose of selected plumbing equipment, components, and materials as indicated, including, but not limited to removal of plumbing piping, plumbing fixtures and trim, and other plumbing items made obsolete by the new work.

Note: The specifications identify each system herein mentioned and the extension and additions shall adhere to the specifications defined for this phase of construction.

3.7 LAYING OUT WORK

A. Locations of all equipment shown on the drawings, is approximate unless dimensioned. Exact locations of such items shall be determined by the Architect's representative and/or secured from special details and drawings. Verify the physical dimensions of each item of plumbing equipment to fit the available space and promptly notify the Architect/Engineer prior to

roughing-in if conflicts appear. Coordination of equipment to the available space and to the access routes through the construction shall be the Contractor's responsibility.

3.8 CONTRACTOR COORDINATION

- A. In the course of installing the systems defined in the contract documents, the contractor shall closely follow the plans, details and specifications (contract documents). The system design has been a careful and laborious undertaking, with the intent purpose of producing a system and/or systems that will serve the owner well with a minimum of maintenance. Thence, the contractor shall adhere as closely as possible to the plans, details, and specifications for each system. Questions and suggestions are encouraged as the project is being assembled. If for any reason, the contractor feels to deviate from the defined information, and finds a way, to improve the system, to make the system more easily assembled, make it operate more efficiently, etc., the contractor shall suggest the change to the engineer. Systems are designed to perform a specific function; the most minute change in assembly may change the function. If the engineer agrees with the change, he will authorize the contractor to proceed. Contractor cooperation and coordination is appreciated. If the contractor proceeds on construction without the designer's authorization, it shall be reworked, in accordance to plans and specifications, which work shall be at the contractor's expense.
- B. The contractor shall coordinate his construction. These systems, location of equipment, connections of services, etc. with the architectural, electrical 260000 documents throughout the course of construction. If problems are unsolvable contact the design engineer.

3.9 CUTTING AND PATCHING

- A. All cutting and patching of new or existing construction required for installation of Plumbing systems and equipment specified in Section 220000 shall be the responsibility of the Plumbing Contractor unless otherwise noted. Comply with Division 01 for general requirements for cutting and patching.
- B. All cutting shall be performed with masonry saws, core drills or similar equipment to provide neat and uniform openings.
- C. All patching shall match adjacent surfaces in materials and finish. Do not endanger or damage installed work through procedures and processes of cutting and patching.
- D. Arrange for repairs required to restore other work, because of damage caused as a result of plumbing installations.
- E. No additional compensation will be authorized for cutting and patching work that is necessitated by ill-timed, defective, or non-conforming installations.
- F. Perform cutting, fitting, and patching of plumbing equipment and materials required to:
 - 1. Uncover work to provide for installation of ill-timed work.
 - 2. Remove and replace defective work.
 - 3. Remove and replace work not conforming to requirements of the Contract Documents.
 - 4. Remove samples of installed work as specified for testing.
 - 5. Install equipment and materials in existing structures.
- G. Upon written instructions from the Architect/Engineer, uncover and restore work to provide for Architect/Engineer observation of concealed work.

- H. Protect the structure, furnishings, finishes, and adjacent materials not indicated or scheduled to be removed.
- I. Provide and maintain temporary partitions or dust barriers adequate to prevent the spread of dust and dirt to adjacent areas.

3.10 REPLACEMENT OF PAVING AND CONCRETE

A. All existing or new sidewalks, concrete paving, curbs, or asphalt paving removed or damaged by this Contractor during the period of the installation or as a result thereof, shall be replaced with like material in a manner as directed by and to the satisfaction of the Owner's Representative. Comply with Division 02 General Requirements.

3.11 OPENINGS IN PIPES

A. All temporary openings in pipes shall be capped or sealed during construction. Caps shall be removed for final connections.

3.12 PROTECTION OF MATERIALS AND EQUIPMENT

A. Contractor shall be held responsible for any and all materials and equipment to be installed under this contract and will be required to make good at his own cost any injury or damage which materials or equipment may sustain from any source or cause whatsoever before final acceptance. Comply with Division 1 requirements.

3.13 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to project properly identified with names, model numbers, types, grades, compliance labels, and similar information needed for distinct identifications; adequately packaged and protected to prevent damage during shipment, storage, and handling.
- B. Store equipment and materials at the site, unless off-site storage is authorized in writing. Protect stored equipment and materials from damage.
- C. Coordinate deliveries of plumbing materials and equipment to minimize construction site congestion. Limit each shipment of materials and equipment to the items and quantities needed for the smooth and efficient flow of installations.

3.14 ACCESSIBILITY

- A. Install equipment and materials to provide required access for servicing and maintenance. Coordinate the final location of concealed equipment and devices requiring access with final location of required access panels and doors. Allow ample space for removal of all parts that require replacement or servicing.
- B. Access doors or hatches required for servicing of mechanical equipment shall be furnished and installed as specified in the other Sections of the Specifications.

3.15 PAINTING

A. The contractor shall paint all natural gas lines exposed to the elements with 2 coats, one coat of primer and one coat of paint, yellow oil base enamel and likewise all other piping as indicated.

- B. Contractor shall touch-up scratched, or damaged factory finishes of Plumbing equipment. Comply with Division 01 requirements.
- C. Unless otherwise noted, all other painting of plumbing related items shall be according to Section 099000 "PAINTING".
- 3.16 FINAL CLEANING
 - A. Refer to Division 1 for general requirements for final cleaning.
 - B. At time of final cleanup, all fixtures and equipment shall be thoroughly cleaned and left in condition for use. All stickers, tags, shipping labels, and Manufacturers' labels shall be removed.
- 3.17 TESTING, ADJUSTING, AND BALANCING
 - A. The plumbing systems shall be pressure tested in strict accordance with local and state codes by Journeyman with five plumber's years' experience in pressure testing. The report shall be stamped by a licensed certified plumber. The Balancing of gas pressure in and to all equipment shall be instruments for making tests and performing work. The Plumbing Contractor shall include in his base bid all costs for tests and Balancing.
 - B. Testing of piping systems shall not be made until the code conditions are satisfied.
 - C. All instruments used for measurements shall be accurate and calibration histories for each instrument shall be available for examination. The Mechanical Engineer has the right to request instrument recalibration, or the use of other instruments, where accuracy of readings is questionable.
 - D. Furnish in the report a written guarantee to be effective for one year from the date of acceptance, to make any and all adjustments required to maintain comfort in all rooms and areas.
 - E. Reports
 - 1. Upon completion of testing, adjusting, and balancing of the water systems, prepare a complete and legible draft report. Submit two (2) copies of the draft report to the Plumbing Design Engineer for review.
 - Upon verification and approval of the draft reports, prepare final reports. Four (4) typewritten, organized and formatted copies of the final report are required. Furnish one (1) copy to the Mechanical Design Engineer for his record, and the remaining three (3) copies are to be included in the Owner's Operation and Maintenance Manuals.

220501 - 11

END OF SECTION 220501

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General conditions Division 01 and Section 220501 apply to this section.

1.2 SUMMARY

- A. Includes but not limited to
 - 1. Furnish and install identification of equipment and piping as described in Contract Documents.

PART 2 - PRODUCTS

- 2.1 PAINT
 - A. Benjamin Moore Impervo or equivalent by Paint Manufacturer approved in Architectural Painting Sections.
 - B. Use appropriate primer.

2.2 LABELS

- A. 1/8" Laminated Black Formica with white reveal on engraving. Value tags, brass with black lettering.
- B. 1¹/₂" Brass valve tags with black lettered numbers.

PART 3 - EXECUTION

3.1 APPLICATION

- A. Stenciling
 - 1. Locate identifying legends and directional arrows at following points on each piping system
 - a. Adjacent to each item of equipment and special fitting.
 - b. At point of entry and exit where piping goes through wall.
 - c. On each riser and junction.
 - d. Every 50' on long continuous lines.
- B. Painting: All pipe painting shall be provided for by the installing contractor i.e.: plumbing by the Plumbing Contractor.
 - 1. Paint natural gas piping.

C. Identification shall comply with, but not limited to the following:

PIPE PAINTING AND LABELING LEGEND

SERVICE & LABEL	SYMBOL	LABEL COLOR*	LETTER	PIPE COLOR**
		BACKGROUND		
NATURAL GAS	G	YELLOW	BLACK	DARK GREEN
				(Match brick at meter and
				riser up to roof)

* Ref. ANSI codes 13.1 (1981). See Specs.

** Exposed piping shall be painted color indicated on chart.

D. SIZE OF LETTERS AND LENGTH OF FIELD

OD OF PIPE OR COVERING	SIZE OF LETTERS	LENGTH OF COLOR FIELD
³ / ₄ " To 1 ¹ / ₂ "	1/2"	8"
1½" To 2"	3/4"	8"
2 ¼" To 6"	11/4"	12"
8" To 10"	21/2"	24"
Over 10"	31/2"	32"

- E. Paint Specification: All surfaces to be painted shall be prepared in accordance with the detailed painting specifications in the Painting Section of these specifications. Surfaces that are not subjected to temperatures higher than 212° F shall be painted as specified for the area in which they are located. Pipes, valves, or other equipment subjected to temperature above 212° F, shall be painted with heat resisting black enamel or heat resisting aluminum paint as specified below. The Owner's Representative shall designate surfaces to be painted aluminum painted at least three coats. Colors shall be selected by Owner's Representative.
- F. Heat resisting black enamel shall be Sta-Black as manufactured by Pratt and Lambert Co., or Ebonite Boiler and Stack Paint as manufactured by W.P. Fuller Co. or approved equal suitable for use at temperatures of at least 45°F.

END OF SECTION 220553

SECTION 221320 - FACILITY NATURAL GAS SYSTEMS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. General conditions Division 01 and Section 220501 apply to this section.

1.2 SUMMARY

- A. The gas contractor shall provide and install the gas piping (Natural Gas) from the point of service (outlet of gas meter) to the last piece of gas equipment being served, as shown on the plans.
- B. The gas piping shall be supported as outlined in Section 220529.
- C. Coordinate the piping with the serving utility. The gas contractor shall provide under this contract all the valves, connection components, etc. required to connect all the gas equipment.
- D. If metered the gas utility shall provide the gas service lines the meter (Natural Gas), with the connections being made there to.
- E. If the meter requires a base or protection from traffic, the gas contractor shall so provide.

1.3 QUALITY ASSURANCE

- A. Qualifications
 - 1. Welders shall be certified and bear evidence of certification 30 days prior to commencing work on project. If there is doubt as to proficiency of welder, Owner's Representative may require welder to take another test. This shall be done at no cost to Owner. Certification shall be by Pittsburgh Testing Laboratories or other approved authority.

PART 2 - PRODUCTS

- 2.1 MANUFACTURING
 - A. All pipe and fittings shall be domestic (USA) manufactured.
 - B. All valves shall be domestic (USA) manufactured.
- 2.1 FOR PIPING AND INSTALLATION SEE SECTIONS
 - A. Meet requirements of ASTM A 53-89a, "Specification for Pipe, Steel, Black & Hot-Dipped Zinc-Coated Welded & Seamless".
 - B. Carbon steel, butt welded, Schedule 40 black steel pipe.

2.2 FITTINGS

- A. Black Pipe
 - 1. Welded forged steel fittings meeting requirements of ASTM A 234-89a, "Specification for Piping Fittings of Wrought Carbon Steel and Alloy Steel for Moderate and Elevated Temperatures", or standard weight 150 lbs, malleable iron screwed.

2.3 VALVES

- A. 125 psi bronze body ball valve, UL listed.
- B. Approved Manufacturers & Models
 - 1. ConBraCo "Apollo" series 80-100
 - 2. Jenkins FIG-30-A
 - 3. Jomar Model T-204
 - 4. McDonald 3410
 - 5. PGL Corp "Red Cap" gas ball valve
 - 6. Watts Model B-6000-UL

2.4 GAS PRESSURE REGULATORS

- A. Approved Manufacturers
 - 1. Equimeter
 - 2. Fisher
 - 3. Pietro Fiorentini-Governor

PART 3 - EXECUTION

3.1 FOR INSTALLATION ABOVE AND BELOW GRADE SEE SECTIONS

- A. Pipe installed underground, through air plenums, in walls, and pipes 2¹/₂" and larger shall be welded pipe and fittings. Other pipe may have screwed or welded fittings.
- B. Wrap and lay underground pipe in accordance with local gas utility company regulations and specifications.
- C. Do not use flexible pipe connections.
- D. Install dirt leg with pipe cap, 6" long minimum, on each regulator.
- E. Use fittings for changes of direction in pipe and for branch runouts.
- F. Paint main gas valve red and label "Main Gas Shut-off" with a permanent label.

END OF SECTION 221320

DIVISION 26 ELECTRICAL INDEX

Highland High Athletic Facility

<u>No.</u>	Section	<u>No.</u>	of Pages
260000	ELECT	RICAL	
	260501	COMMON ELECTRICAL REQUIREMENTS	
	200001	SUBSTITUTIONS AND SUBSTITUTE EOUIPMENT (260501-12)	10
	260508	BASIC ELECTRICAL MATERIALS AND METHODS	2
	260519	LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES	4
	260520	ELECTRICAL WIRING CONNECTIONS	2
	260526	GROUNDING AND BONDING	2
	260529	CONCRETE PLATFORMS AND BASES	1
	260533	RACEWAYS FOR ELECTRICAL SYSTEM	6
	260534	BOXES, PULL BOXES, CONDUIT BODIES AND FITTINGS	3
	260548	ELECTRICAL SUPPORTS AND SEISMIC RESTRAINTS	6
	260553	ELECTRICAL IDENTIFICATION	1
	260800	COMMISSIONING OF ELECTRICAL SYSTEMS	
	260923	LIGHTING CONTROL DEVICES	2
262000	LOW (I	LINE) VOLTAGE DISTRIBUTION	
	262416	PANELBOARDS	3
	262726	WIRING DEVICES	3
	262816	ENCLOSED SWITCHES AND CIRCUIT BREAKERS	2
	262910	OVERCURRENT PROTECTIVE DEVICES	3
	262913	ENCLOSED CONTROLLERS AND STARTERS	
265000	LIGHT	ING	

265100	INTERIOR LIGHTING	. 3
265600	EXTERIOR LIGHTING	. 1

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification sections, apply to work of this section.
- B. This is Division 26 of the project specifications; this coupled with the drawings are to be used in the construction of this project. Each section recorded hereafter makes reference to the electrical systems, equipment, materials, connections, etc., and apply to all the work making reference and/or titled Electrical and/or Electrical Contract Documents.
- C. Architectural, Structural, Fire Sprinkling, Plumbing, Mechanical and other applicable and related documents are considered a part of the electrical documents insofar as they apply as if referred to in full.

1.2 SCOPE OF WORK

- A. The scope of this project is to construct a complete electrical system for the Century Athletic Facility. Each area shall be developed electrically to give proper illumination, power utilization, auxiliary networks, etc. When the project is complete all systems integrate into a total electrical network making the building a usable facility.
- B. This project includes renovation and updating the electrical distribution system, i.e., consolidation of the multiple electric service to a single utility company provided transformer and reworking/expanding the existing electrical power distribution system.
- C. Extent of electrical work is indicated on drawings and/or specified in Division 26 sections of the specification. Provide all labor, materials, equipment, supervision and service necessary for a complete electrical system. Work includes, but is not necessarily limited to, the following items:
 - 1. 260508 Basic Electrical Materials and Methods
 - 2. 260515 Electric Service Connection
 - 3. 260519 Low Voltage Electrical Power Conductors and Cables
 - 4. 260520 Electrical Wiring Connections
 - 5. 260526 Grounding and Bonding
 - 6. 260529 Concrete Platforms and Bases
 - 7. 260533 Raceways for Electrical System
 - 8. 260534 Boxes, Pull Boxes, Conduit Bodies and Fittings
 - 9. 260548 Electrical Supports and Seismic Restraints
 - 10. 260553 Electrical Identification
 - 11. 262413 Electrical Service and Distribution Switchboards
 - 12. 262416 Panelboards
 - 13. 262726 Wiring Devices
 - 14. 262816 Enclosed Switches and Circuit Breakers
 - 15. 262910 Overcurrent Protective Devices
 - 16. 262913 Enclosed Controllers and Starters
 - 17. 265100 Interior Lighting
 - 18. 265600 Exterior Lighting

D. Use of standard industry symbols together with the special symbols, notes, and instructions indicated on the drawings describe the work, materials, apparatus, and systems required as a portion of this work.

1.3 CONTRACT DOCUMENTS AND EXAMINATION OF THE SITE

A. Each bidder shall study the construction documents (plans and specifications), visit the site of the proposed work to fully acquaint himself with the conditions relating to the construction, so that he understands the difficulties and restrictions attending the execution of the work to be placed under contract. From all the above information, together with the cost of equipment, materials, labor, etc., the bidder shall then assemble and submit his cost to complete the project. The failure or omission of any bidder to receive or examine any contract documents, form, instrument, addendum or other document or to visit the site and acquaint their self with existing conditions shall in no way relieve any bidder from obligations with respect to his bid or to the contract. Written addendums (formally issued) become a part and parcel to the construction documents. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

1.4 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Any person contemplating submitting a bid shall familiarize himself with the drawings, specifications and project site. If for any reason, the bidder of the proposed contract, is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from, the drawings and specifications he shall submit a written request for an interpretation, correction and/or clarification to Architect/Engineer. The person submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the contract documents prior to bid shall be made only by addenda duly issued**. An oral statement by anyone on any provision in the contract documents prior to the bidding is declared invalid.
- B. After acceptance of the contract, the Contractor shall meet the intent, purpose and function of the contract documents and no changes shall be made to the contract documents, except it be in writing and/or a drawing, over the signature of the engineer and/or his representative. Any costs of materials, labor and equipment arising therefrom, shall be made known to the owner's representative (Project Manager and/or the General Contractor) within 24 hours or the costs become the responsibility of the Contractor.

1.5 LAW AND REGULATION

A. The bidder's attention is directed to the fact of all applicable laws, ordinances and rules and regulations of all authorities having jurisdiction over construction of the project shall apply to contract throughout, and they shall be deemed to be included in the contract of the same as though here written out in full.

1.6 CONSTRUCTION OBSERVATIONS:

- A. During the course of construction of this project, the engineer shall visit the project site periodically on an as-needed basis. The construction observation intervals may vary depending on the progress and/or stage of construction and to observe the electrical conduit rough-in above or below grade, setting of the main and branch panels, auxiliary units and panels, surface mounted items, setting of equipment, equipment connections, etc. However, written field questions are encouraged and welcomed throughout the course of construction and shall be answered promptly in writing, to keep the project construction on schedule. The project foreman should have the building plans, construction schedules, etc., affixed in mind, so the electrical systems being assembled, the setting of equipment, of parts and pieces, related to the project are anticipated, to prevent delays or emergencies.
- **B.** The engineer shall make one (1) final inspection. The contractor shall notify the engineer that the installation is complete, i.e., the systems are operating and have been tested and balanced, and everything is complete and operational, all equipment connections have been made and the owner's representatives have been trained. At this time the engineer, the contractor, and the owner's representative shall schedule a time to walk the project for evaluation, and record in writing the items found to be incomplete. The contractor shall make the corrections within one (1) week after this inspection.
- C. Before scheduling an additional visit, the contractor shall report to the engineer that all systems are complete, and the project is ready for the owner's acceptance.

1.7 OFFICIAL, AGENT AND EMPLOYEES OF THE OWNER NOT PERSONALLY LIABLE

A. It is agreed, by and between the parties hereto that in no event shall any official, officer, employee, or agent of the Owner in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

1.8 SUBLETTING AND SUBCONTRACTING

A. This Bidder is responsible for the construction stated or defined in this Contract and, as such, shall abide by the Subletting and Subcontracting Fair Practices Act as set forth and outlined in the General Conditions, Designation of Subcontractors.

1.9 CONTRACTOR COORDINATION

A. In the course of installing the systems defined in the contract documents, the contractor shall closely follow the plans, details and specifications (contract documents). The system design has been a careful and laborious undertaking, with the intent purpose of producing a system and/or systems that will serve the owner well with minimum maintenance. The contractor shall adhere as close as possible to the plans, details, and specifications for each system. Questions and suggestions are encouraged as the project is being assembled. If for any reason, the contractor desires to deviate from the defined information, because he discovers a way to improve the system, make the system more easily assembled, make it operate more efficiently, etc., the contractor shall present the changes to the engineer. Systems are designed to perform a specific function; the smallest change in assembly may change the function. If the engineer agrees with the change he will authorize the contractor to proceed. Contractor cooperation and coordination is appreciated. If the contractor proceeds with construction without the designer's authorization, it shall be reworked, in accordance to plans and specifications, at the contractor's expense.

1.10 QUALITY ASSURANCE

- A. Comply with the requirements of State and Local Ordinances. If a conflict occurs between these requirements and the contract documents, the most stringent requirements shall govern. The contractor accepts this responsibility upon submitting his bid, and no extra charge will be allowed after the contract is awarded. This shall not be construed as relieving the Contractor from complying with any requirements of the contract documents which may be in excess of the aforementioned requirements, and not contrary to same.
- B. Obtain all permits, inspections, etc. required by authority having jurisdiction. Include all fees in bid. Furnish a certificate of approval to the Owner's Representative from the Inspection Authority at completion of the work.
- C. Employ only qualified craftsmen with at least three years of experience (in power equipment, conduit work, high voltage equipment, etc.). Workmanship shall be neat, have a good mechanical appearance and conform to best electrical construction practices (Media Standards of Installation). Provide a competent superintendent to direct the work at all times. Any person found incompetent by the General Contractor, Engineer, Architect, or Owner, shall be discharged from the project and replaced by satisfactory personnel.
- D. Contractor shall have a current state contracting license applicable to type of work to be performed under this contract.

1.11 MATERIALS AND WORKMANSHIP

A. All materials and equipment furnished and installed shall be first quality, new and meet the standards of NEMA, IPCEA, LS, UL, NFPA, UBC, OSHA, NEC, and shall bear their label wherever standards have been established and label service is available. Where materials and equipment are specified by manufacturer's name, the type and quality required is thereby denoted. The Architect shall be afforded every facility deemed necessary to inspect and examine the materials and apparatus being installed to prove the material quality and skill/competency of workmanship.

1.12 DEMOLITION, PATCH AND REPAIR

- A. The Contractor is responsible for all block-outs, demolition, patching and repair of all finished interior surfaces pertaining to the installation of this particular phase of work. All repaired surfaces shall be finished (painted, etc.) to match the adjacent materials, finished and color.
- B. When conduit passes through a ceiling and/or floor, block-out as required and/or core drill do not break out with a hammer of any type. The hole shall not be larger than ¹/₂" more than the diameter of the conduit.
- C. When conduit is indicated to be installed below an existing concrete slab, cut the slab with a diamond saw and/or cutting tool. Do not just rip up the surface unless the entire section is removed.
- D. When conduit is to be installed below asphalt, concrete, lawn, etc. the surface shall be cut, not ripped up, with a back-hoe or other equipment (i.e., mechanically cut then remove material).
- E. Seal around all electrical equipment penetrating outside walls, roofs, unheated spaces, air plenums, cold boxes, etc., with Dow Corning Silicone RTV foam.

- F. All salvageable electrical equipment and materials that cannot be integrated into the new electrical network become the property of the Contractor and shall be removed from the premise.
- G. Hard Surfaces: whenever demolition or excavation is required for the installation of the electrical system, it is the responsibility of the Contractor to make repairs and/or replacement of hard finish surfaces such as concrete, asphalt, etc.
- H. The method of patching and repair shall follow good construction practices. All finished surfaces shall match materials, and finish (surface texture and finish paint, etc.) wherein the demolition occurred.
- I. Lawn replacement resulting from excavation is to be included in the bid.
- 1.13 EXCAVATION, BACKFILL AND BORING
 - A. The Electrical Contractor is responsible for all excavation and backfill related to the installation for Division 26. All work shall comply with the conditions stated herein and those noted in the Architectural Section under Earthwork.
 - B. When conduit is indicated to be installed below an existing concrete slab, cut the slab with a diamond saw and/or cutting tool. Do not just rip up the surface unless the entire section is removed.
 - C. Backfill: The Contractor shall backfill the excavated areas with the material removed provided it does not contain rocks larger than 0.15" in diameter. If the excavated material is larger than indicated, the excavated area shall be filled with sand.
 - D. Backfill materials shall be put in place in 4" lifts and compacted to 98% of the maximum dry density of ASTM 698 over the entire area of the fill.
 - E. After the backfill is complete the finished surface shall match the adjacent surfaces, depth, quality finish, etc. (concrete, etc.).
 - F. Boring, or Auging The contractor shall employ a firm skilled in installing underground utilities piping, conduit, etc. for at least five (5) years, with care and concern the contractor shall drive the boring tool under the bleachers with care and concern. Any damage to the existing facility shall be repaired at the expense of the Boring Contractor. The installation shall follow and comply with the intent and details shown or the plans.

1.14 PROGRESS AND COORDINATION OF WORK

- A. The electrical work shall be laid out in advance of construction to eliminate unnecessary cutting, drilling, channeling, etc. Perform necessary cutting, drilling, or channeling with care. Use skilled mechanics of the trades involved and repair damage to building or equipment at no additional cost to the Owner. Cutting, drilling, or channeling through work performed by other trades shall only be done with the consent of the General Contractor. Cutting, drilling, or channeling through structural members shall only be done with the approval of the Architect.
- B. Cooperate with other trades to coordinate locations of electrical outlets and apparatus.

- C. Perform for other trades, the electrical wiring and connections for all devices or apparatus where not specified herein or indicated on the drawings. Consult the Architectural and Mechanical drawings to avoid hiding switches, outlets and other equipment behind doors, cabinets, counters, heating equipment, etc. Buried electrical devices and/or connections shall be relocated as directed by Engineer and/or authority having jurisdiction, at no additional cost to the Owner.
- D. Where conduit, outlets or apparatus are to be cast in concrete or encased, it must be located and secured by a journeyman or foreman present at the point of installation. He shall check the locations of the electrical items before and after the concrete and masonry installation and shall relocate displaced items.
- E. No changes shall be made in the design or location of apparatus unless specifically approved in writing.

1.15 COORDINATION WITH CEILING AND MECHANICAL SUBCONTRACTORS

- A. Meet at least twice with the Ceiling Contractor. The first meeting shall accomplish coordination of all ceiling types with the specified light fixtures. The second meeting shall be held at the project site prior to installing the ceiling to coordinate the fixture layout in each area, and to determine if the depth will allow the installation of the fixture. If a conflict occurs with the layout or depth, the Engineer shall be contacted immediately so the conditions can be adjusted. A letter confirming the second meeting shall be sent to the Engineer with a copy to the Architect.
- B. Meet at least once with the Mechanical Contractor prior to fabrication and installation of the ductwork to coordinate the depth and location of light fixtures and ductwork in all areas. All conflicts must be resolved before light fixtures are released for shipment. A letter confirming this meeting shall be sent to the Engineer with a copy to the Architect.

1.16 WIRING DIAGRAMS

A. As soon as possible after the contract to proceed is signed, one print of the control diagrams shown on the contract documents shall be developed (utilize the information on the contract documents) and Control Subcontractors, showing all necessary connections required for the equipment and devices proposed for installation. These prints shall be reviewed and approved by the Mechanical, Electrical, and Controls Subcontractor, and then submitted to the Architect/Engineer for approval. The prints shall indicate all components that are to be wired into the control power circuit by the Electrical Subcontractor, with all terminals for external connections of the components identified and labeled to correspond to the manufacturer's designations. Internal or factory installed wiring or package-type components need not be shown. The shop drawings for the Control System to be installed by the Controls Subcontractor shall be prepared as a separate and complete submittal and need not be entirely repeated on the indicated prints except for the related electric connection. Color coding designations shall be indicated on the control power circuit wiring to be installed in the field by the Electrical Contractor.

- B. Revised Drawings: After the Architect has approved the submitted copy of the control diagrams, the contract drawings will be revised, and the Contractor will be issued ten revised prints. The revised control diagrams shall be certified in writing as being acceptable to the Mechanical Design Engineer, Electrical Design Engineer, Mechanical Contractor, Electrical Contractor. The contract drawings will be revised by one of the two following procedures:
 - 1. If the revisions to the controls diagram shown on the contract drawings are minor in the opinion of the Architect, the contract drawings will be revised and re-issued by and at the expense of the Architect.
 - 2. If the revisions to the control diagrams shown on the contract drawings are ruled major in the opinion of the Architect/Engineer, the Prime Contractor shall prepare and submit a complete set of reproducible drawings of the control diagrams proposed for installation. These drawings shall be prepared on the same size sheets as the contract drawings and shall follow the same general format and quality of drafting as the contract drawings. After these reproducible drawings have been reviewed, approved and certified by the Architect/Engineer, the revised prints will be re-issued to the Contractor at the expense of the Design Engineers.
- C. Changes During Construction: The complete responsibility and costs for changes to the approved control diagrams during construction and the resultant changes to the installation requirements not covered by contract change orders, shall be assigned to the respective section of these specifications under which the equipment is furnished.

1.17 SUBMITTALS OF EQUIPMENT FOR APPROVAL

- A. SHOP DRAWINGS AND PRODUCT DATA BEING INSTALLED IN THE PROJECT: After the contract is awarded, but prior to manufacture or installation of any equipment, prepare complete Shop Drawings and Brochures for materials and equipment as required by each section of this specification. A brief submittal description of equipment that is approved for installation (bid documents or addendums), is given below. Refer to identified sections for detailed submittal requirements.
 - 1 Conductors and Cables (Section 260519)
 - 2 Metallic and Non-Metallic Conduit (Section 260533)
 - 3 Main Service Disconnect and Distribution Switchboards (Section 262413)
 - 4 Branch Panelboards (Section 262416)
 - 5 Receptacles, Switches, Low Voltage Switching, Coverplates, Cord Caps, Cord Connectors, Phone Jacks and Plates, Phone/Data Jacks and Plates, and Power Poles (Section 262726)
 - 6 Motor and Circuit Disconnect Switches (Section 262816)
 - 7 Overcurrent Protective Devices (Section 262910)
 - 8 Motor Controllers and Starters (Section 262913)
 - 9 Interior Building Light Fixtures, Ballasts, etc. (Section 265100)
 - 10 Exterior Building Lighting (Section 265600)

This list is not all inclusive. The contractor shall submit product information for all items being installed on the project, contained in the drawings or elsewhere in this specification.

B. The electrical foreman, to acquaint himself with the project, is asked to review the shop drawings prior to submission to confirm size, voltages, loads, etc. **This cooperative effort** will prevent problems from occurring during the course of construction. Any problems that may arise shall be phoned to the engineer and noted in writing and submitted with the shop drawings.

- C. Submit project information in electronic format per architectural submission requirements.
- D. A minimum period of two weeks, exclusive of transmittal time, will be required each time a Shop Drawing and/or Brochure is submitted or resubmitted for review. This period shall be considered by the Contractor when scheduling submittal data.
- E. Review of Shop Drawings and Brochures shall not relieve the Contractor of responsibility for dimensions and/or errors that may be contained therein, or deviations from the Contract Document's requirements. It shall be clearly understood that the noting of some errors but overlooking others does not grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings and Brochures, the requirements of the Contract Documents shall govern and are not waived or superseded in any way by the review of the Shop Drawings and Brochures.
- F. Certifications shall be written or in the form of rubber stamp impressions as follows:

I hereby certify that this Shop Drawing and/or Brochure has been checked prior to submittal and that it complies in all respects with the requirements of the Contract Drawings and Specifications for this Project.

(Name of Electrical Subcontractor)

Signed		
Position	Date	

Observe the following rules when submitting Shop Drawings and Brochures.

- 1. Each Shop Drawing shall indicate in the lower right hand corner, and each Brochure shall indicate on the front cover the following: Title of the sheet or brochure, name and location of the building; names of the Architect and Electrical Engineer, Contractor, Subcontractors, Manufacturer, Supplier/Vendor, etc., date of submittal, and the date of correction and revision. Unless the above information is included, the submittal will be returned for re-submittal.
- 2. Shop Drawings shall be done in an easily legible scale and shall contain sufficient plans, elevations, sections, and isometrics to clearly describe the equipment or apparatus, and its location. Drawings shall be prepared by an Engineer/Drafter skilled in this type of work. Shop Drawings shall be drawn to at least ¹/₄"-1-0" scale.
- 3. Brochures to be submitted shall be published by the Manufacturers and shall contain complete and detailed engineering and dimensional information. Brochures submitted shall contain only information relevant to the particular equipment or materials to be furnished. The Contractor shall not submit catalogs which describe several different items in addition to those items to be used, unless all irrelevant information is marked out, or unless relevant information is clearly marked. Brochures from each manufacturer shall be identified and submitted separately.

1.18 OPERATION AND MAINTENANCE MANUALS

- A. Provide operating instructions and maintenance data books for all equipment and materials furnished under this Division.
- B. Submit operating and maintenance data books for review at least four weeks before final review of the project. Assemble all data in a completely indexed volume or volumes and identify the size, model, and features indicated for each item. Comply with architectural submission requirements.

- C. Include complete cleaning and servicing data compiled in clearly and easily understandable form. Show serial numbers of each piece of equipment, complete list of replacement parts, motor ratings, etc. Each unit shall have its own individual sheet. (Example: If two items of equipment A and D appear on the same sheet, an individual sheet shall be provided for each unit specified.)
- D. Include the following information where applicable:
 - 1. Identifying name and mark number.
 - 2. Certified outline Drawings and Shop Drawings.
 - 3. Parts list.
 - 4. Performance curves and data.
 - 5. Wiring diagrams.
 - 6. Manufacturer's recommended operating and maintenance instructions.
 - 7. Vendor's name and address for each item.

1.19 RECORD DRAWINGS

- A. Maintain at the job site, on a daily basis, a complete set of "Record Drawings", reflecting an accurate dimensional record of all buried or concealed work. Mark "Record Drawings" to show the precise location of concealed work and equipment, including concealed or embedded conduit and junction boxes and all changes and deviations in the work from that shown on the Contract Documents. This requirement shall not be construed as authorization for the Contractor to make changes in the layout or work without definite authorization for such changes. The "Record Drawings" for daily recording shall consist of a set of blue line prints of the Contract Drawings.
- B. Record dimensions clearly and accurately, delineating the work as installed; identify locations by at least two dimensions to permanent reference points.
- C. Certify the "Record Drawings" for correctness by placing and signing the following certifications on the first sheet:

"CERTIFIED CORRECT (3/8" high letters)

By Date (Name of General Contractor)

By Date (Name of Electrical Contractor)

- D. GUARANTEE: Ensure that electrical system installed under this contract is in proper working order and in compliance with drawings, specifications and/or authorized changes. Without additional charge, replace any work or materials which develop defects, except from ordinary wear and tear, within one year from the date of substantial completion. Exception: Incandescent and fluorescent lamps shall be guaranteed for a period of two months from the date of substantial completion.
- 1.20 CLEAN-UP
 - A. Clean up all equipment, conduit, fittings, packing cartons and other debris that is a direct result of the installation of the work of this Division.

B. Clean luminaires, interiors and exteriors of all equipment, and raceways. Replace all filters in electrical equipment upon request for Substantial Completion.

1.21 POWER OUTAGE

- A. All power outages required for execution of this work shall occur during non-standard working hours and/or at the convenience of the Owner. Include all costs or overtime work in the base bid.
- B. Submit written request at least 7 days in advance of scheduled outage and proceed with outage only after receiving authorization from the Owner's Representative.
- C. Keep all outages to an absolute minimum.

1.22 STORAGE AND PROTECTION OF MATERIALS

A. Provide storage space for storage of materials and apparatus and assume complete responsibility for all losses due to any cause whatsoever. In no case shall storage interfere with traffic conditions in any public thoroughfare or constitute a hazard to persons in the vicinity. Protect completed work, work under way, and apparatus against loss or damage.

1.23 CONCRETE PADS AND ASPHALT

A. The Electrical Contractor shall provide the concrete (5-bag mix) and/or asphalt except as noted in the contract documents. This may also include that which is needed to replace any and all removed through demolition. It shall match the existing as to type, quality, and thickness.

1.24 ELECTRICAL-MECHANICAL COORDINATION

- A. General All disconnect means, motor controllers, electrical controls, signal devices, etc., for mechanical equipment as <u>noted in Division 23 & 24</u> of the specifications <u>shall be furnished</u>, <u>installed, wired, and connected under Division 26</u>. All pressure switches, thermostats, solenoid valves, damper motors, smoke duct detectors, etc. shall be supplied and installed under the Mechanical Division for electrical connection under this Division. Connection diagrams will be supplied as hereafter explained.
- B. If the substitution of equipment in Division 23 results in a change to the contract documents and/or changes to the installation requirements (not covered by the contract change orders), then the Division 23 contractor shall reimburse the Division 26 contractor for additional work required.
- C. If the substitution of equipment in Division 26 results in a change to the contract documents and/or changes to the installation requirements (not covered by the contract change orders), the complete responsibility for costs shall be assigned to the section of these specifications under which the equipment is furnished.
- D. Provide all control conduit (See Section 260533-2.1-G(2)) with pull cord for mechanical system.

1.25 EQUIPMENT CONNECTION DIAGRAM

A. Submittal data for each individual electrically operated or electrically controlled item of equipment or device furnished under Division 23 & 24 and/or 26 of the contract documents shall include complete electrical wiring diagrams and elementary control diagrams (ladder form) showing all internal and external wiring connections and services. <u>The submittal data shall itemize all electrical characteristics that are of a special nature or critical to the electrical installation or control system</u>. Such equipment and devices will not be considered for approval until these requirements are met.

PART 2 - PRODUCTS

2.1 GENERAL

- A. PRODUCTS are specified by Manufacturer name, description, and/or catalog number and shall be supplied as such.
- B. DISCREPANCIES between equipment specified and the intended function of equipment shall be brought to the attention of the Engineer in writing prior to bidding. Failure to report any conflict, including catalog numbers, discontinued products, etc., does not relieve the Contractor from meeting the intent of the contract documents, nor shall it change the contract cost. If the Contractor is unable to interpret any part of the plans and/or specifications, or should he find discrepancies therein, he shall bring this to the attention of the Engineer, who will issue interpretation and/or additional instructions to Bidders before the project is bid.
- C. MANUFACTURERS AND SUBSTITUTE ITEMS: Provide products of manufacturers specified. Manufacturer's catalog numbers and descriptions establish the quality of product required.
- D. Provide only equipment specified in the contract documents or approved by addendum.

2.2 LISTED EQUIPMENT

- A. Provide and install materials, devices, appliances, equipment, etc. that conforms to applicable standards or is indicated to be acceptable by the established standards of the Underwriter's laboratories, Inc., or other electrical product testing laboratories which are accredited by the department.
- B. The statement in Item "A" above is being interpreted by the State Electrical Inspector as follows: It is understood that many specialty items such as power panels, light fixtures, devices and other building components are not available with a UL label covering the entire piece of equipment. The State will impose no requirement that an item of equipment be UL labeled unless it is available as a UL labeled item from at least two manufacturers. Electrical components of unlabeled equipment, such as motors, shall be labeled if they are available from at least two manufacturers.
- C. If any building component is available with a UL label from at least two manufacturers, an identical or similar unlabeled component shall not be acceptable for installation. Should any such component be installed, it shall be replaced with a UL labeled component, before the building will be accepted by the Electrical Engineer.

D. Consequently, it shall be the sole responsibility of the Contractor (through project suppliers and equipment manufactures) to purchase and install only equipment bearing the UL label whenever the equipment so labeled is available. The Contractor (should any equipment be installed without the proper UL label) shall bear the entire cost of correction to the satisfaction of the authority having jurisdiction.

2.3 SUBSTITUTIONS AND SUBSTITUTE EQUIPMENT

- A. Substitute equipment is encouraged if it is truly an equal to the specified items.
 - 1. The designer has taken time and effort to analyze, evaluate and prove to himself that the specified unit will perform the function needed, wherein it is placed. This means the responsibility for the function of the specified equipment rests with the designer, who knows and understands what is to be accomplished.
 - 2. If a **supplier** and/or the **contractor** desire to substitute equipment in place of specified item, he may do so, but he takes upon himself or herself the **full responsibility** that the substituted equipment will equal all of the performing characteristics, functions, etc., and/or exceed the performance of the specified item. The substitute equipment shall be of such a physical size and weight that it will mount in the designated location without alterations to the building and the structure will carry the load. If for any reason the substituted equipment requires alterations or modification, in any form to the building and/or the structure, the costs shall be paid by the contractor and/or those requesting the substitutions.
 - 3. Those interested in requesting a substitution shall state the Manufacturer's catalog numbers and descriptions establish the quality of product required. Substitutions will be considered if a written application is at the office of the Engineer eight (8) working days prior to day of bidding. The application shall include the following: 1) A statement certifying that the equipment proposed is equal to that specified; that it has the same electrical and physical characteristics, compatible dimensions, and meets the functional intent of the contract documents; 2) The specified and submittal catalog numbers of the equipment under consideration; 3) A pictorial and specification brochure.
 - 4. Because of the short bidding period, (from issuance of drawing to bid date), between the substitution request and the bid date, the designer does not have adequate time to make a full evaluation of substitute equipment. Therefore, those requesting the substitution must accept full responsibility for the items being submitted for substitution (operating characteristics, physical size, weight, output, not increase the load, etc.). If at any time during the course of construction, even up into the final completion, if the designer finds the equipment does not meet the design criteria, comply with the performance, etc., those requesting the substituted equipment and install the specified item at their expense. There shall be no cost assessed to the owner and/or the designer and the replacement will not delay the completion of the project.
- B. **Discrepancies** between equipment specified and the intended function of equipment shall be brought to the attention of the Engineer in writing prior to bidding. Failure to report any conflict, including catalog numbers, discontinued products, etc., does not relieve the Contractor from meeting the intent of the contract documents, nor shall it change the contract cost. If the Contractor is unable to interpret any part of the plans and/or specification, or should he find discrepancies therein, he shall bring this to the attention of the Engineer, who will issue interpretation and/or additional instruction to Bidders before the project is bid.

- C. Any **conflict** arising from the use of **substituted equipment shall be the responsibility of the contractor**, who shall bear all costs required to make the equipment comply with the intent of the contract documents.
- D. **Samples** may be required for non-standard or substituted items before installation during construction. Provide all samples as required.
- E. **No materials or apparatus** may be substituted after the bid opening, except where the equipment specified has been discontinued. This substitution may be made by a change order.
- F. Approved equipment shall be so noted, in writing in a formally issued **Project Addendum.**

2.4 INCENTIVE BIDS AND UNIT PRICES

A. Suppliers of materials, equipment, and systems are encouraged to submit incentive bids by grouping several products under one bid. However, at the request of the Architect and/or Engineer, the supplier shall submit a unit price to add or delete a particular unit, (panel, luminaire, fire alarm panel, etc.) from his quotation so that other components might be considered in the bid.

2.5 SPARE PARTS

- A. Provide spare parts (fuses, overload heaters, diffusers, lamps, etc.) as specified. Transmit a list indicating all spare parts to Owner's Representative prior to substantial completion. Submit copy of transmittal letter to Engineer.
- B. Fuses: Provide one spare set of fuses for each size and one spare set of each additional group of five.
- C. Thermal Overloads: Provide one spare set of thermal overload heaters of each type used in the magnetic starters.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Layout electrical work in advance of construction to eliminate unnecessary cutting, drilling, channeling, etc. Where such cutting, drilling, or channeling becomes necessary for proper installation; perform with care. Use skilled mechanics of the trades involved. Repair damage to building and equipment at no additional cost to the contract. Cutting work of other Contractors shall be done only with the consent of that Contractor. Cutting structural members shall not be permitted.
- B. Since the drawings of floor, wall, and ceiling installation are made at small scale, outlets, devices, equipment, etc., are indicated only in their approximate location unless dimensioned. Locate outlets and apparatus symmetrically on floors, walls and ceilings where not dimensioned, and coordinate such locations with work of other trades to prevent interferences. Verify all dimensions on the job. Do not scale the electrical drawings but refer to the architectural and mechanical shop drawings and project drawings for dimensions as applicable.
- C. Perform for other trades, the electrical wiring and connection for all devices, equipment, or apparatus. Consult Architectural, Mechanical, and other applicable drawings, and all applicable shop drawings to avoid switches, outlets, and other equipment from being hidden behind doors, cabinets, counters, heating equipment, etc. Relocate buried electrical devices and/or

connections as directed at no additional cost.

- D. All electrical networks, power, auxiliary, etc., systems shall be installed in conduit; see Section 260533.
- E. Where conduit, outlets or apparatus are to be embedded in concrete, they shall be located and secured at the defined point. Check locations of the electrical items before and after concrete and/or masonry installation and relocate displaced items.
- F. Provide block-outs, sleeves, demolition work, excavation, etc., required for installation of work specified in this Division. Opening shall be core drilled and/or saw cut and shall be no longer than required. Seal around conduit and on equipment inside and out with a silicone compound.
- G. Roof Flashing: Where raceways penetrate roofing or similar area, provide 26 ga. galvanized iron roof jack, sized to fit tightly to raceway for weather tight seal, and with flange extending to a minimum of 9" under roofing on all sides. Coordinate all work with roofing contractor.
- H. Patching and Repair
 - 1. The Contractor is responsible for all block-outs, demolition, patching and repair of all finished interior and exterior surfaces pertaining to the installation of this particular phase of work. All surfaces shall be finished (textured, painted, etc.) to match the adjacent materials.
 - 2. Hard Surfaces: Whenever demolition or excavation is required for the installation of the electrical system, it should be the responsibility of the Contractor to make repairs and/or replacements of hard finish surfaces such as concrete, asphalt, etc.
 - 3. Lawn replacement is also included as a part of this section.
 - 4. The method of patching and repair should follow good construction practices. All surfaces shall match materials and finish wherein the demolition occurred when construction is complete.
- I. All electrically powered equipment specified on this project, whether specified in the architectural, mechanical, or electrical specification, shall be electrically connected and made operational. Confirm voltage, amperage, and phases.

3.2 COMPLETION OF WORK AND TESTING

- A. Before energizing any circuits, make megger ground tests on conductors, bus duct and fused disconnects with the distribution breakers open. These readings shall be recorded by circuit number identification and submitted in triplicate to the Owner's Representative before the system is energized.
- B. Before final inspection, but after the electrical installation is complete, the Electrical Contractor shall remove neutral grounding connection from main distribution panel and demonstrate to authority having jurisdiction and Owner's Representative, with an ohmmeter, that the electrical system neutral is grounded through main panel location only. Neutral shall be reconnected after the test is complete.
- C. Emergency Power System: In the presence of the Owner's Representative, test the emergency power system, in its entirety, by transferring from normal to emergency power no less than six times to prove proper operation of all equipment, devices, light fixtures, etc. that are powered by this system. If a power pack is used, the factory representative should be present during the test. Write a letter to the Owner's Representative confirming the conditions of this test.

D. Test Equipotential grounding system throughout the building and report the results.

3.3 FINAL REVIEW

A. At the time of final review, the project foreman shall accompany the reviewing party, and remove coverplates, panel covers and other access panels as requested, to allow review of the entire electrical system.

3.4 PROJECT FINALIZATION AND START-UP

- A. Upon completion of equipment and system installation, notify equipment Factory Representative and Subcontractors for system start-up.
- B. Each Factory Representative and Subcontractor shall assist in start-up to examine their respective system and remain at the site until the total system operation is accepted by the Owner's Representative.
- C. The Factory Representative and/or System Subcontractor shall give personal instruction on operation and maintenance of their equipment to the Owner's maintenance and/or operation personnel. To certify acceptance of operation and instruction by the Owner's Representative, the contractor shall prepare a written statement as follows:
 - 1. This is to certify that the Factory Representative and/or System Subcontractor for each of the systems installed below have performed start-up and final check out of their respective systems is satisfactory.
- D. System Operating Report: After the facility has been in operation for 10 days, submit with a letter of guarantee a triplicate record of a voltage reading and ammeter reading on each phase of the feeder for the main and all branch panels, motors, outside lighting, etc. to the facility (these readings shall be taken with all equipment operating). A second report shall be made on equipment that has a load over 20 Amp 1-pole in the mechanical room, kitchen, shops, etc. when in operation.
 - 1. This dated system operating report shall be submitted to the Owner's representative for distribution to the engineer and a copy placed in each maintenance manual.
 - a. Electrical Load Readings:
 Demand____kw
 Panel F ____Amp
 etc. identify and record the load on each panel and motor loads ³/₄ hp and larger.
 - 2. If there are any abnormal conditions, they shall be brought to the attention of the Engineer in writing as a part of this submittal.
 - 3. Submit with the load readings for the motors, a list of motors with the size of overload heaters used for each motor. This includes thermal switches.
 - 4. As a part of this document, submit a copy of each Auxiliary Systems test reports (Telephone, Fire Alarm, Sound, Data, etc.) with the proper signatures (See 3.2F).

<u>System</u> (List Systems Included) <u>Factory Representative</u> (List name and address of Factory Representative) 5. The Owner's Representative has received complete and thorough instruction in the operation and maintenance of each system (See 3.4C).

Owner's Representative Contractor or Electrical Foreman

- 6. Report that each emergency luminaire has proven operational by killing the circuit and visually confirming the luminaire illuminates (See 3.2C).
- 7. The Owner's Representative has received and accepted all spare parts as heretofore required by contact (See 2.5).
- 8. Submit meggar OHM, equippotential, and high potential test reports (See 3.2A and 3.2D,).
- 9. Send copy of acceptance to Architect/Engineer.

END OF SECTION 260501

PART 1 - GENERAL

1.1 MATERIALS AND METHODS

- A. Materials and methods common to this project are listed below and shall be followed as closely as practicable using acceptable construction practices and specified products. This section indicates conditions and practices that should become a part of this project.
 - 1. Materials: The materials installed on this project shall be new, noted in this specification and shall be installed in the course of construction, except, they be changed in writing over the signature of the designer.
 - 2. Method: The method of installation shall follow current acceptable electrical practices under the direction of a licensed journeyman electrician. This will be further explained in the body of the specification.
 - 3. Notes: The notes on the plans are a part of the contract documents; a conflict between the specification and the drawings, the specifications rule.

1.2 EQUIPMENT CONNECTIONS

- A. The Contractor shall install an electric service to the subject project as shown on the plans and described herein.
- B. Extent of electrical connection for equipment <u>includes final electrical connection of all</u> equipment (supplied under this or any other division or by the owner) having electrical requirements. Make final connections for all owner furnished equipment. See other applicable Divisions of specification for building requirements, namely, mechanical, plumbing, temperature control wiring requirements, kitchen equipment, etc.
- C. Refer to Division-23 sections for motor starters and controls furnished integrally with equipment.
- D. Refer to Division-23 section for control system wiring; not work of this section, except as noted on the electrical plans.
- E. Refer to sections of other Divisions for specific individual equipment power requirements.
- 1.3 QUALITY ASSURANCE
 - A. CODE COMPLIANCE: Comply with applicable portions of NEC, state, and local codes as to type products used and installation of electrical power connections.
 - B. UL LABELS: Provide electrical connection products and materials which have been UL-listed and labeled.

PART 2 - PRODUCTS

2.1 GENERAL

- A. For each electrical connection indicated, provide complete assembly of materials, including but not necessarily limited to; raceways, conductors, cords, cord caps, wiring devices, pressure connectors, terminals (lugs), electrical insulating tape, heat-shrinkable insulating tubing, cable ties, solderless wire nuts, and other items and accessories as needed to complete splices, terminations, and connections as required. See Section 260533, Conduit Raceways; Section 262726, Wiring Devices; and Section 260519 Conductors and Cables for additional requirements. Provide final connections for equipment consistent with the following:
 - 1. Permanently installed fixed equipment flexible seal-tight conduit from branch circuit terminal equipment, or raceway; to equipment, control cabinet, terminal junction box or wiring terminals. Totally enclose all wiring in raceway.
 - 2. Movable and/or portable equipment wiring device, cord cap, and multi-conductor cord suitable for the equipment and in accordance with NEC requirements (Article 400).
 - 3. Other methods as required by National Electrical Code and/or as required by special equipment of field conditions.

END OF SECTION 260508

SECTION 260519 - CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of electrical conductor and electrical cable work is indicated by drawings and schedules.
- B. Types of conductors and cables in this section include the following:
 - 1. Copper Conductors (600V)
- C. Applications for conductors and cables required for project include:
 - 1. Feeders
 - 2. Branch Circuits

1.2 QUALITY ASSURANCE

- A. Comply with NEC as applicable to construction and installation of electrical conductors and cable. Comply with UL standards and provide electrical conductors and cables which have been UL-listed and labeled.
- B. Comply with applicable portions of NEMA/Insulated Cable Engineers Association standards pertaining to materials, construction and testing of conductors and cable.
- C. Comply with applicable portions of ANSI/ASTM and IEEE standards pertaining to construction of conductors and cable.
- D. Non-approved materials.
 - 1. AFC Cabling
 - 2. Non-metallic sheathed cable.
 - 3. Service entrance cable.

1.3 SUBMITTALS

A. FIELD TEST DATA: Submit test data in accordance with IEEE Standard 400-1980 showing ambient conditions, voltage levels, level durations, and conduction current for each step. Include effective insulation resistance in submittal.

PART 2 - PRODUCTS

- 2.1 COPPER CONDUCTORS (600V)
 - A. All conductors shall be copper with 90% conductivity.
 - B. Provide factory-fabricated conductors of sizes, ratings, materials, and types indicated for each service. Where not indicated provide.

- C. Proper selection to comply with project's installation requirements and NEC standards. Provide conductors in accordance with the following:
 - 1. Distribution and Panelboard Feeders; and other conductors, #2 AWG and larger shall be Copper; see drawings for size.
 - Conductors: All conductors shall be jacketed with THHN or XHHW insulation. Size all 2. conductors in accordance with NEC; minimum size to be #12 AWG. Provide stranded conductors for #10 AWG and larger. Provide THHN insulated conductors (in dry areas) from outlets to luminaire, and in luminaire channels.
 - 3. Conductor ampacity shall comply when local codes have a derating factor because of ambient temperature.
 - 4. Provide color and coding of conductors as follows:
 - Conductors a.
 - 1) All conductors shall be stranded copper wire, #12 AWG & #14 AWG may be solid copper. Color code all 208 volt wiring using black for phase A, red for phase B, blue for phase C, white for neutral and green for equipment ground.
 - Motor Control b.
 - Motor Feeders Black 1) 2) Hot or Stop Lead Red Start Lead 3) Blue 4) Common White Indicating Light 5) Orange Interlock or Shunt 6) Brown Green
 - Ground 7)

2.2 AUXILIARY CABLES

- The contractor shall provide and install a cable from each auxiliary system as noted below A. (before ordering this cable, check the specific auxiliary system 270000-280000 for exact cables). The cables shall be as noted in the specification for each specific system.
- 2.3 CONNECTING BLOCKS (Also see Section 260520)
 - A. Taps made to conductors in wireways, switchgear, J-Boxes, etc. larger than #10 shall be made with an insulated connector. The connector block shall be an alloy that is completely compatible with copper, aluminum alloy 6061-T6 conductive plating for low contact resistance, excellent anti-pull out ability and set-screw for suring in place. The block shall be insulated with a molded high dielectric plastisol that will not support combustion, abrasive and chemical resistant. All connections shall comply with rated for 600 volt 90° C and comply with NEC 100. Torque each lug to the recommendations of the manufacturer.
 - The unit shall be NSI Series NSZ (in and out same side), other types are: Series IPL (double Β. row), Series IT (in and out), Series IPLD (pass through), etc. The contractor shall decide which type of connection is best suited for installation.

PART 3 - EXECUTION

3.1 **INSTALLATION**

- A. Provide #10 AWG conductors for all LED luminaire home runs.
- Β. Conductor size noted in panels is for the home run. The conductor may be changed to code size after the first apparatus.

- C. Parking Lot conductors shall be installed of the size noted until a change is indicated. Minimum size #10.
- D. "G" in the Conduit symbol, denotes a #10 (or larger) green ground, which shall be installed in the conduit with other conductors. It shall connect to the ground bar in the panel.
- E. GENERAL: Install electrical conductors and cables as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standards of Installation", and in accordance with recognized industry practices.
- F. Coordinate installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- G. Use pulling compound or lubricant, where necessary; compounds must not deteriorate conductor or insulation.
- H. Keep conductor splices to minimum in a J-box.
- I. Install splices and taps which have mechanical strength and insulation rating equivalent-orbetter than conductor.
- J. Use splice and tap connectors which are compatible with conductor material.
- K. The conductor ends shall be stripped at the ends to comply with the following chart:

CONNECTOR SIZE	LENGTH (inches)
500	2
350	1.75
250	1.625
3/0	1.437
1/0	1.25
#4	0.875

1. <u>Strip Length Chart</u>

2. All conductor connections on lugs, breakers, connection blocks, etc. of the set-screw type shall be set with a torque wrench in strict accordance with industry standards as recommended for each conductor size.

3. <u>Lug Torque Chart</u>

CONN SIZE	500	350	250	3/0	1/0	#4
AWG/MCM WIRE SIZE		TIGHT	ENING TORQ	UE, INCH PO	OUNDS	
500	375					
400	325					
350	325	325				
250	325	325	325			
4/0	325	325	325			
3/0	250	250	250	250		
2/0	180	180	180	180		
1/0	180	180	180	180	180	
3-2-1	150	150	150	150	150	
#4 - #6	110	110	110	110	110	45
#8	75	75	75	75	75	40
#10 - #16	75	75	75	75	75	35

L. **Vertical Support:** Conductors rising vertically shall be supported with conduit kellems grips or equal, in accordance with NEC section 300-19.

Cable Vertical Support Spacing			
Conductor Size	Minimum Distance - Feet		
12 - 1/0	100		
2/0 - 4/0	80		
4/0 - 350 KCM	50		
500 KCM	40		

3.2 FIELD QUALITY CONTROL

- A. Prior to energization, test cable and wire for continuity of circuitry, and also for short circuits. Correct malfunctions when detected.
- B. Check and prove the proper phase rotation of all rotating equipment powered by this network.
- C. Subsequent to wire and cable connections, energize circuitry and demonstrate functioning in accordance with requirements. (SEE SECTION ON COMPLETION AND TESTING)

END OF SECTION 260519
The contractor shall make all electrical connections relating to the power, lighting, and auxiliary systems for this project. Each connection shall be made in such a manner that it will not generate heat and destroy the connecting and/or the insulation on the conductor. All connections shall be made in a skilled craftsman like manner.

1.1 DESCRIPTION OF WORK (STANDARD CONNECTIONS)

- A. All connections shall be in compliance with the 75° NEC ratings.
- B. The conductors being connected shall be cut of sufficient length to conveniently make a splice minimum 6".
- C. Conductors No. 8 and smaller can be connected with a spring wire connector after the conductors have been mechanically twisted two (2) turns.
- D. Conductors No. 6 and larger shall be connected with pressure type terminal lugs of a type hereafter noted.
- E. All connections made shall be set in compliance with the lug torque chart in Section 260519.
- F. All conductor connections No. 8 and smaller made below a point 24" above grade outside the building shall be made with a non-hardening sealant connector.
- G. All conductor connections No. 6 and larger shall be made with water tight connectors.

1.2 PRODUCT DATA

- A. Conductors No. 8 and Smaller: Free spring wire connectors made from flame retardant thermo plastic rated at 105°C (221°F), UL Standard 486, CSA LR6541. Cu/Cy, 600V Intgr. TSB, NSI.
- B. Conductors No. 8 and smaller outside building (ground j-box, pole base, etc.) water tight steel spring connectors with water-proof non-hardening sealant, same rating as "A".
- C. Conductors No. 8 and Larger (dry locations): Insulated copper rated connectors with Allen wrench set-screw, such as NSI "IT" Series (size to conductors).
- D. Multiple conductor connections No. 8 and Larger (dry locations: NSI Series IPL, IPLD, etc.
- E. Insulated terminal strips up to 30 Amp, 600V shall be a double terminal block such as NSI Series "TB", with appropriate mounting hardware.
- F. Terminal blocks (size to conductors) such as Square "D" No. CBA363106.

PART 2 - EXECUTION:

2.1 GENERAL

A. All connectors shall be secure in place making a tight electrical connection.

2.2 FIXED EQUIPMENT

A. Terminal strips, terminal blocks shall be firmly secured in place.

1.1 DESCRIPTION OF WORK

- A. Provide grounding as specified by NEC, as noted herein, and as indicated on drawings. Types of grounding in this section include the following:
 - 1. Underground metal water piping
 - 2. Grounding electrodes
 - 3. Concrete encased electrode (UFER)
 - 4. Service equipment
 - 5. Enclosures
 - 6. Systems
 - 7. Equipment
 - 8. Other items indicated on drawings.
- B. "G" in the conduit symbol denotes a green ground (to match indicated conductor sizes) which shall be installed in the conduit with other conductors. It shall connect to an insulated ground bar in the panel. (Exception: Main Panel terminations made on ground bar bonded to enclosure).
- C. "G" in all conduit, apparatus, equipment, etc. outside the building denotes a #10 bare ground interconnecting all outside equipment having an electrical connection.
- D. A green ground conductor shall be installed in all non-metallic conduit runs.
- E. Requirements of this section apply to electrical grounding work specified elsewhere in these specifications.
- 1.2 QUALITY ASSURANCE
 - A. Comply with NEC as applicable to electrical grounding and ground fault protection systems. Comply with applicable ANSI and IEEE requirements. Provide products which have been UL listed and labeled.

1.3 SUBMITTALS

A. None required.

PART 2 - PRODUCTS

2.1 MATERIALS AND COMPONENTS

- A. GENERAL: Except as otherwise indicated, provide each electrical grounding system as specified herein, and as shown on drawings, including but not necessarily limited to, cables/wires, connectors, terminals (solderless lugs), grounding rods/electrodes and plate electrodes, bonding jumper braid, and other items and accessories needed for complete installation.
- B. Where materials or components are not otherwise indicated, comply with NEC, NEMA and established industry standards for applications indicated.

C. Install an insulated ground bar in branch panels.

2.2 ELECTRICAL GROUNDING CONDUCTORS

- A. Unless otherwise indicated, provide electrical grounding conductors for grounding connections matching power supply wiring materials and sized according to NEC.
- B. When conductor sizes are increased due to voltage drop (i.e., distance) the ground size shall be increased proportionately in size per NEC.
- 2.3 GROUND RODS
 - A. GROUND RODS: Steel with copper welded exterior, 5/8" dia. x 8' (quantity as per Code).

PART 3 - EXECUTION

3.1 INSTALLATION OF GROUNDING SYSTEMS

- A. Install electrical grounding systems in accordance with manufacturer's written instructions and with recognized industry practices to ensure grounding devices comply with requirements.
- B. Install braided type bonding jumpers with ground clamps on water meter piping to electrically bypass water meter.
- C. Install clamp-on connectors only. Thoroughly clean metallic contact surfaces, to ensure electrical conductivity and circuit integrity.
- D. Provide grounding for the entire raceway, enclosure, equipment, and device system in accordance with NEC. All non-metallic raceways shall include copper grounding conductor sized in accordance with NEC.
- E. Provide a continuous service entrance ground conductor that interconnects the major ground points, namely ground rods (quantity of two, driven exterior to building), by means of bonding to water main, and by means of bonding (**Cad-Weld**) to building structural steel. If the conductor is not continuous each joint shall be **Cad-Welded**. The **Cad-Weld** constitutes a continuous conductor.
- F. In addition to all cold water and ground rods provided to meet this specification, each location grounded to water main, or ground rod shall have a Concrete Encased Electrode (UFER) ground. A Concrete Encased Electrode (UFER) ground shall consist of a minimum of 20' of No. 4 AWG bare copper cable (or per local code) embedded in concrete (feeder encasement, footing, floor slab, etc.) so that all portions of the cable are between 2" and 4" from the earth and with the center of the cable bonded to the ground rod or pipe.
- G. Provide grounding conductors for dimming systems in accordance with manufacturer`s requirement.
- H. See drawings for additional grounding requirements.

SECTION 260529 - CONCRETE PLATFORMS AND BASES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. This section relates to providing and installing concrete supports, bases, etc., as indicated for the service needed for the power conduits, panel bases, pole bases, service transformer pad, etc. as an electrical equipment.
- B. All code conditions related here to shall be enforced.
- C. Buried conducts shall be shrouded with "red" concrete and shall be placed on virgin and compacted fill to prevent settling. Conduit shall be grounded to allow conduit to drain to a low point. If the low point is at a vertical elbow drill a ¹/₂" (0.5") diameter hole at the low point in the elbow to drain all water. At that point provide a 12x12x12 gravel bed to receive the water
- D. When stated install encase service conduit in a red 5-bag mix concrete. The concrete shall shroud the conduit a minimum of 2" on all sides. Depth of conduit shall be 48" or as per code.
- E. All service feeders shall be located by placing a plastic **High Voltage Ribbon** in the fill, 12" above (or as per code) the conduit run, for location at future excavation.
- F. Provide and install concrete bases as noted on the planes.
 - 1. Concrete bases below panels shall be of the size noted on the plans, to raise the panel off the floor to eliminate water problems. The concrete shall be 5-bag mix with a finished to match the floor.
 - 2. All concrete bases (light poles, bollards, etc.) shall be of a type and size to carry the load installed thereon. The concrete shall be 5-bag mix with rebar as indicated. The base shall have a smooth hand rub sand finish.

1.2 EXECUTION

A. The installation of each system and/or parts and pieces shall follow good journeyman practices and code conditions.

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SECTION 260533 - RACEWAYS FOR ELECTRICAL SYSTEM

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of raceways in indicated by drawings and schedules.
- B. Types of raceways in this section include the following:
 - 1. Electrical metallic tubing.
 - 2. Flexible metal conduit.
 - 3. Intermediate metal conduit.
 - 4. Liquid-Tight flexible metal conduit.
 - 5. Rigid metal conduit.
 - 6. Rigid non-metallic conduit. (below grade only w/RMC elbows)
- C. Prohibited Raceway Materials:
 - 1. Aluminum conduit.
 - 2. Electrical Nonmetallic Tubing (ENT) conduit.
 - 3. Armored cable type AC (BX) cable.
 - 4. Metal-clad cable type MC cable.
- D. Prohibited Fitting Materials:
 - 1. Crimp-on, tap-on, indenter type fittings.
 - 2. Cast set-screw fittings for EMT.
 - 3. Spray (aerosol) PVC cement.

1.2 QUALITY ASSURANCE

- A. Manufacturers: Firms regularly engaged in the manufacture of raceway systems of types and sizes required, whose products have been in satisfactory use in similar service for not less than three (3) years.
- B. Standards: Comply with applicable portions of NEMA standards pertaining to raceways. Comply with applicable portions of UL safety standards pertaining to electrical raceway systems; and provide products and components which have been UL-listed and labeled. Comply with NEC requirements as applicable to construction and installation of raceway systems.
- C. Minimums: As a minimum, conduit sizes shall be as per NEC Tables 3A, 3B, and 3C or as shown on plans. Minimum conduit size shall be 3/4". Minimum home run size shall be ³/₄". Electrical contractor shall not modify the wiring arrangement without prior approval from Engineer.

1.3 SUBMITTALS

A. Not required.

PART 2 - PRODUCTS

2.1 METAL CONDUIT AND TUBING

A. General: Provide metal conduit, tubing and fittings or types, grades, sizes and weights (wall thicknesses) as indicated; with minimum trade size of ³/₄".

B. Auxiliary system conduit shall be installed as shown with ³/₄" being the minimum size.

- C. Rigid Metal Conduit (RMC): FS WW-C-0581 and ANSI C80.1.
- D. Intermediate Steel Conduit (IMC): RS 22-C-581.
- E. PVC Externally Coated Rigid Steel Conduit: ANSI C08.1 and NEMA Std. Pub. No. RN1.
- F. Rigid and Intermediate Steel Conduit Fittings: Provide fully threaded malleable steel couplings; raintight and concrete tight where required by application. Provide double locknuts and metal bushings at conduit terminations, us OZ Type B bushing on conduits 1¹/₄" and larger.
- G. Electrical Metallic Tubing (EMT): FS WW-C-563 and ANSI C80.3.
- H. EMT Fittings: Provide install set-screw type malleable steel fittings: connectors shall be insulated throat type, concrete tight where required by application. Install OZ Type B bushings on conduits 1¹/₄" and larger.
- I. Flexible Metal Conduit: FS WW-C-566, of the following type:
 - 1. Zinc-coated steel.
- J. Flexible Metal Conduit Fittings: FS W-F-406, Type 1 Class 1, and Style A.
- K. Liquid-Tight Flexible Metal Conduit: Provide liquid-tight, flexible metal conduit; constructed of single strip, flexible, continuous interlocked, and double-wrapped steel; galvanized inside and outside; coated with liquid-tight jacket of flexible polyvinyl chloride (PVC). Type UA and/or NMLT-B non-metallic.
- L. Liquid-Tight Flexible Metal Conduit Fittings: FS W-F-406, Type 1, Class 3, Style G and/or fittings to match the specified non-metallic conduit noted above.
- M. Expansion Fitting: OZ Type AX, or equivalent of suit application.
- 2.2 NON-METALLIC CONDUIT AND DUCTS (Below grade only, shroud with concrete where indicated.
 - A. General: Provide non-metallic conduit, ducts, and fittings of types, sizes and weights (wall thicknesses) as indicated shall not be installed inside the building, except it be encased in concrete and there it shall surface through a RMC elbow; with minimum trade size of ³/₄". (In this specification, it is not permitted above grade for any reason.)
 - B. Underground PVC Plastic Utilities Duct: ANSI/NEMA TC 6, Type 1 for encased burial in concrete, Type II for direct burial.
 - 1. PVC and ABS Plastic Utilities Duct Fittings: ANSI/NEMA TC9, match to duct type and material.

- 2. Conduit, Tubing, and Duct Accessories: Provide conduit, tubing and duct accessories of types, sizes, and materials, complying with manufacturer's published product information, which mate and match conduit and tubing.
- C. Sealing Bushings: Provide OZ Type FSK, or FSKA.
- D. Special Ground: To maintain the building ground continuity, a NEC size ground shall be installed in each non-metallic conduit run, where the system voltage is greater than 48-volts.

PART 3 - EXECUTION

3.1 INSTALLATION OF ELECTRICAL RACEWAYS

- A. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and in accordance with the following.
- B. Feeders Under 600 Volts: Install feeders to panels and motor control centers and individual equipment feeders rated 100 amps and greater, in rigid metal conduit (RMC), or intermediate metal conduit (IMC); except where buried below grade, install in non-metallic conduit or duct. Feeders 1½" round and larger shall be encased in concrete as a part of the floor. Not up in the floor, but just below the floor with the top of the conduit touching the bottom of the slab and the bottom of the conduit being covered with at least 1" of concrete.
- C. Feeders below grade shall be installed in RMC and/or PVC conduit shrouded with a minimum of 3" cover of red concrete with a #3 rebar in opposite corners. The top of the duct bank shall be set 48" below finish grade.
- D. Branch Circuits, Signal and Control Circuits, and Individual Equipment Circuits Rated Less Than 100 Amps: Install in electric metallic tubing (EMT); except in poured walls, floor slabs, below concrete slab-on-grade, or in earth fill, install in non-metallic plastic duct. Encase nonmetallic plastic duct 1¼" and larger in concrete.
- E. Coordinate with other work, including metal and concrete deck work, as necessary to interface installation of electrical raceways and components.
- F. When non-metallic conduit is used, it shall come to the surface in an RMC elbow or box.
- G. Coordinate the campus ground equipment installation with existing structures, trees, lawn sprinkler systems, etc.
- H. Install raceway in accordance with the following:
 - 1. Provide a minimum of 12" clearance from flues, steam, and hot water piping, etc.
 - 2. Conceal raceways in finished walls, ceilings, and floors (other than slab-on-grade). Where conduit is exposed in mechanical spaces, etc., install parallel with or at right angles to building or room structural lines.
 - 3. Where cutting raceway is necessary, remove all inside and outside burrs; make cuts smooth and square with raceway.
 - 4. Flexible raceways shall not be concealed in construction and where installed the run shall be limited to 10' in length.
 - 5. Comply with NEC for requirements for installation of pull boxes in long runs.
 - 6. All raceways shall terminate in a connection and/or bushing.

- I. Secure conduit per NEC.
- J. Install conduit in truss space per NEC.

3.2 NORMAL INSTALLATIONS

- A. Cap open ends of conduits and protect other raceways as required against accumulation of dirt and debris. Pull a mandril and swab through all conduit before installing conductors. Install a 200 lb. nylon pull cord in each empty conduit run.
- B. Replace all crushed, wrinkled, or deformed raceway before installing conductors.
- C. Provide rigid metal conduit (RMC) for all bends in buried conduit greater than 30°. Provide a protective coating for RMC bend as specified herein.
- D. Where raceways penetrate building or vault walls and floors below grade, install rigid metal conduit (RMC) for a minimum distance of 10' on the exterior side of the floor or wall. Provide OZ, Type FSK or WSK sealing bushings (with external membrane clamps as applicable) for all conduit penetrations entering building or vaults below grade.
- E. Install liquid-tight flexible conduit for connection of motors, transformers, and other electrical equipment where subject to movement and vibration.
- F. Install five spare ³/₄" conduit (capped) from each flush branch panelboard into the ceiling and floor space. Where the floor is not accessible run ten conduits into the ceiling space. Run conduits the required distance necessary to reach accessible ceiling space.
- G. Provide OZ expansion fittings on all conduits crossing building expansion joints, both in slab and suspended.
- H. Complete installation of electrical raceways before starting installation of cables/conductors within raceways.
- I. All conduit that penetrates the roof shall be flashed with a factory jack, see Section 260501 3.1(G).

3.3 GROUNDING

- A. All metal conduit terminations shall be equipped with a grounding bushing.
- B. To maintain the continuity of the building ground network, install a code size ground conductor in all non-metallic conduit.

3.4 FIRE PENETRATION SEALS

A. All penetrations through fire rated floors and walls shall be sealed to prevent the spread of smoke, fire, toxic gas, or water through the penetration either before, during or after the fire. The fire rating of the penetration seal shall be at least that of the floor or wall into which it is installed so that the original fire rating of the floor or wall is maintained as required by Article 300-21 of the National Electrical Code. The sealant shall remain soft and pliable to allow for the removal and/or addition of cables without the necessity of drilling holes. It shall adhere to itself to allow any and all repairs to be made with the same material. It shall permit the vibration, expansion and/or contraction of raceways and/or cables going through the penetration without the seal cracking or crumbling.

- B. When damming materials are to be left in place after the seal is complete, all such materials shall be non-flammable.
- C. When sealant is injected into a penetration, the foam shall expand to surround all items within the penetration and maintain pressure against the walls of the penetration. The foam shall cure within five minutes and be fire resistant at that time. No heat shall be required to further expand the foam to block the passage of fire and smoke or water.
- D. All wall or floor penetration opening shall be as small as possible.
- E. The foam sealant shall meet all of the fire test and hose stream test requirements of ASTM E119-73 and shall be UL Classified as a Wall Opening Protective Device. The sealant shall be CHASE-FOAM CTC PR-585 Fire Resistant Foam Sealant from Chase Technology Corporation, Huntington Station, New York, 11746, or equals of 3-M and T &B.
- F. Escutcheon plates when a conduit passes through a ceiling, wall and/or floor into a finished space, an escutcheon plate shall be installed on the conduit to cover the unfinished hole and sealant.
- G. See Details 12, 13, and 14/ED.03 for conduit and device installation.

3.5 PROHIBITED PROCEDURES

- A. Use of wooden plugs inserted in concrete or masonry units for mounting raceway, supports, boxes, cabinets, or other equipment.
- B. Installation of raceway which has been crushed or deformed.
- C. Use of torches for bending PVC.
- D. Spray applied PVC cement.
- E. Boring holes in truss members.
- F. Notching of structural members.
- G. Supporting raceway from ceiling system support wires.
- H. Nail drive straps for supporting raceway.

3.6 EXCAVATION AND BACKFILL

- A. Raceway installation below slab-on-grade, or below grade:
 - 1. The Electrical contractor is responsible for all excavation and backfill related to the electrical installation defined herein and/or as indicated on the plans.
- B. Underground raceway and conduit:
 - 1. Bury underground raceway installed outside building 24" deep minimum.
 - 2. Wrap buried galvanized rigid steel and galvanized IMC conduit and fittings with vinyl tape where in contact with earth or concrete.

- 3. Opening of finished surfaces asphalt concrete, grass, etc. shall be accomplished by first identifying the limits of the opening then cut within the limits preserving the undisturbed areas. Asphalt shall be cut with a wedging tool, concrete with a diamond saw and grass with a cutter.
- 4. Excavation shall be accomplished with the proper equipment; protective care shall be taken to not disturb the adjacent surfaces and materials. This contractor is responsible and shall protect all material objects and things adjacent to the excavation.
- 5. All materials not reinstalled in the installation shall be removed from the premise.
- 6. Backfill the first 6" layer over the installed subject (conduit, cable, etc.) shall be sand. Subsequent 6" layers shall be loan soil. Each layer shall be compacted to a 90% standard proctor test before the next layer is applied. (Refer to Section 260533, Part 3 for conduits required to be incased in concrete).
- 7. For slab-on-grade construction, install runs or rigid plastic conduit (PVC) below slab. Install RMC (with protective coating) for raceways passing vertically through slabs on grade. Slope raceways as required to drain away from electrical enclosures and to avoid collection of moisture in raceway low points.
- 8. Apply protective coating to metallic raceways in direct contact with earth or fill of any type; consisting of spirally wrapped PVC tape (½" minimum overlap of scotch wrap tape or equal); or factory applied vinyl cladding (minimum thickness .020"). Completely wrap and tape all field joints.
- 9. Mark all buried conduits which do not require concrete encasement by placing yellow plastic marker tape (minimum 6" wide) along entire length of run 12" below final grade. Where multiple small lines are buried in a common trench and do not exceed an overall width of 16", install a single line marker.
- 10. Conduits encased in concrete shall be shrouded with a 3" of Red concrete. Install a #3 rebar in opposite corners of the encasement except for two conduits or less where two #3 bars in opposite corners is acceptable.
- C. Raceway installation in suspended slabs:
 - 1. Install conduit as close to the middle of concrete slab as practicable without disturbing reinforcement. Do not install conduits of diameter greater than 1¹/₄" of the slab thickness. Space conduits not less than 3 diameters on center (except at stub up locations). Provide OZ expansion fittings at all expansion joints. All raceways shall be installed with concrete tight fittings.
 - 2. Install RMC in all hazardous locations as defined by NEC. Provide suitable fittings, sealoffs, boxes, etc. to comply with requirements.

1.1 DESCRIPTION OF WORK

- A. Extent of electrical box and electrical fitting work is indicated by drawings and schedules.
- B. Types of electrical boxes, fittings, etc. in this section, or noted on the plans shall include the following:
 - 1. Outlet boxes
 - 2. Junction boxes
 - 3. Conduit bodies
 - 4. Bushings
 - 5. Locknuts
 - 6. Knockout closures
 - 7. Miscellaneous boxes and fittings

1.2 QUALITY ASSURANCE

A. Comply with NEC as applicable to construction and installation of electrical boxes and fittings. Comply with ANSI C 134.1 (NEMA Standards Pub. No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, covers and box supports. Provide electrical boxes and fittings which have been UL-listed and labeled.

1.3 SUBMITTALS

A. None required.

PART 2 - PRODUCTS

2.1 FABRICATED MATERIALS

- A. Interior Outlet Boxes: Provide one piece, galvanized flat rolled sheet steel interior outlet wiring boxes, of types, shapes and sizes, including box depths, to suit each respective location and installation; construct with stamped knockouts in back and sides, and with threaded screw holes with corrosion-resistant screws for securing box covers and wiring devices; standard box shall be 4" square x 2-1/8" deep, (Raco 231) with ³/₄" knock outs and tile or **masonry/type** box extensions (Raco 843).
- B. If the structure will not allow a 4 in² box use a 3" deep single gang unit (Raco 695).
- C. In spaces with restricted width, like between a door frame and window jam, use partition boxes (Raco 426).
- D. Interior Outlet Box Accessories: Provide outlet box accessories as required for each installation, including mounting brackets, hangers, masonry extension rings, fixture studs, cable clamps and metal straps for supporting outlet boxes, which are compatible with outlet boxes being used and fulfilling requirements of individual wiring applications. See the details on the plans.

- E. Weatherproof Outlet Boxes: Provide corrosion-resistant cast-metal weatherproof outlet wiring boxes, of types, shapes, and sizes (including depth) required, with threaded conduit ends, cast-metal face application, with face plate gaskets and corrosion-resistant fasteners.
- F. Junction and Pull Boxes: Provide code-gage sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes to suit each respective location and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers. J-box larger than 8 x 8 x 6 shall have a hinged cover.
- G. Condulet Bodies (Fittings): Provide galvanized cast-metal conduit bodies, of types, shapes, and sizes to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.
- H. Bushings, Knockout Closures and Locknuts: Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts and malleable iron conduit bushings and offset connectors, or types and sizes to suit respective uses and installation.

2.3 FITTINGS

- A. The contractor shall provide **all sheet metallic** connectors, coupling, etc, a needed on this project.
- B. When installing non-metallic sheathed cable, all connections to boxes, cabinets, etc., shall be made with screw steel fittings with a locknut connection to the box.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Interface with other work.
- B. Coordinate location of outlet for water cooler with Division 22 & 23.
- C. Coordinate location of outlets adjacent to or in millwork with Division 06 before rough-in. Refer conflicts to Architect and locate outlet under his direction.
- D. Coordinate with Division 23 for installation of exposed raceway in mechanical equipment areas. Exact separation of responsibility is shown on Drawings.
- E. Mount switch boxes with long dimension vertical.

F. Mount receptacle boxes with long dimension vertical.

- G. Boxes shall be accessible and installed with approved cover.
- H. Do not locate device boxes which are on opposite sides of framed walls in the same stud space. In other types of wall construction, do not install boxes back to back.
- I. Locate boxes so outlets are not obstructed by pipes, ducts, or other items.
- J. Install outlets flush with finished surface and level and plumb.

HIGHLAND HIGH ATHLETIC FACILITY BOXES, PULL BOXES, CONDUIT BODIES AND FITTINGS

- K. Boxes for switches shall generally be located within 6" of door jamb.
- L. Properly center single outlets in each room. Where two or more outlets occur, space them uniformly and in straight lines with each other.
- M. Support switch boxes larger than two-gang with side brackets and steel bar hangers in framed walls.
- N. HVAC Instrumentation and Control System: Boxes installed by mechanical contractor.
- O. Install electrical boxes and fittings where indicated, complying with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- P. Minimum height of wall receptacles shall be 18". With the box arranged for vertical mounting of the receptacles (neutral slot at the left).
- Q. Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- R. Provide coverplates for all boxes. See Section 260534, Wiring Devices.
- S. Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
- T. Provide knockout closures or cap unused knockout holes where blanks have been removed.
- U. Install boxes and conduit bodies to ensure ready accessibility of electrical wiring. Install recessed boxes with face of box or ring flush with adjacent surface so the device mounting flange sets on the box mounting plate. This will cause the device and coverplate surfaces to match.
- V. Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry. Use bar hangers for stud construction. Use of nails for securing boxes is prohibited. Set boxes on opposite sides of common wall with minimum 10" of conduit between them.
- W. Provide electrical connections for installed boxes.

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1.1 DESCRIPTION OF WORK

- A. All electrical equipment, distribution panels, motor control centers, conduit, device boxes, apparatus, etc., shall be securely anchored and/or supported in place as specified herein and/or in accordance with state, local, and seismic codes.
 - 1. Work of this section includes supports, anchors, sleeves, and seals required for a complete raceway support system, including but not limited to: clevis hangers, riser clamps, C-clamps, beam clamps, one and two hold conduit straps, offset conduit clamps, expansion anchors, toggle bolts, threaded rods, U-channel strut systems, and all associated accessories.
 - 2. Quality Assurance: Comply with NEC and local codes as applicable to construction and installation of electrical supporting devices. Comply with applicable requirements of ANSI/NEMA Std. Pub. No. FB 1, "Fittings and Supports for Conduit and Cable Assemblies". Provide electrical components which are UL-listed and labeled.
 - 3. Manufactured Supporting Devices and Raceways: Provide manufactured mounting brackets (such as Caddy #SDG or SDB D 16); complying with manufacturer's standard materials, design and construction in accordance with published product information, and as required for a complete installation; and as herein specified. See drawing details for additional requirements.
 - 4. Tie-wire is not acceptable.
 - 5. Supporting of equipment may be noted in other sections of the specifications.
- B. Wall supported equipment shall be mounted on an angle support bracket with anchors into or through the wall as perimeter (the latter mounting is preferred, but must be approved by the architect), with two ½" rods up to the structure from the outer most corners of the mounting frame tied-off to the building structure. This would be likened unto a transformer. Wall mounted electrical panels shall be mounted directly to the wall.
- C. For hanging of conduit, see Section 260533.
- D. Installation of Supporting Devices for all types of Raceways: Install hangers, anchors, sleeves, and seals as required, in accordance with manufacturer's written instructions and with recognized industry practices to ensure supporting devices comply with requirements. Comply with requirements of NECA, NEC and ANSI/NEMA for installation of supporting devices.
 - 1. Coordinate with other electrical work, including raceway and wiring work, as necessary to interface installation of supporting devices with other work.
 - 2. Install hangers, supports, clamps and attachments to support piping properly from building structures. Arrange for grouping of parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible.

Raceways (All Types): Support raceways which are rigidly attached to structure at intervals not to exceed 8' on center and within 12" of each junction box, outlet or fitting. Support raceway (as it is installed) in accordance with the following: NUMBER OF RUNS MIN. ³/₄" TO 1¹/₂" 1¹/₂" & LARGER

MBER OF RUNS	MIN. 3/4" TO 11/2"	<u>11/2" & LARGER</u>
1	Full straps, clamps	Hanger
	or hangers.	
2	Full straps, clamps	Mounting Channel
	or hangers.	
3	Mounting Channel	Mounting Channel

- 4. Support suspended raceways on trapeze hanger system, or individually by means of threaded rod and straps, clamps, or hangers suitable for the application. Do not use "tie wire" as a portion of any raceway support system; do not support raceway from ceiling support wires.
- 5. Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA "Standard of Installation", and in accordance with the following:
- 6. Coordinate with other work, including metal and concrete deck work, as necessary to interface installation of electrical raceways and components.
- 7. Coordinate the campus ground equipment installation with existing structures, trees, lawn sprinkler systems, etc.
- 8. Install raceway in accordance with the following:
 - a. Provide a minimum of 12" clearance from flues, steam, and hot water piping, etc.
- E. Floor Mounted Equipment: Provide rigid attachment of all floor mounted equipment to the floor slab or structural system. Provide 5/8" bolts or expansion anchors at each 90° corner and at intervals not to exceed 48" on center along entire perimeter of the equipment. Provide rigid attachment for all floor mounted switchboards, panelboards, power and control equipment, motor control centers, dimmer cabinets, transformers, oil switches, battery packs and racks, and similar equipment furnished under Section 26.
- F. Buried Conduit: Conduit installed in the earth shall be laid on undisturbed soil and/or compacted fill. The first 6" of cover shall be sand. See Excavation and Backfill -see Section 260533-3.6.
- G. Concrete slabs, bases, curbs, etc., for electrical apparatus shall be provided and installed under this contract. The concrete shall be 5-bag mix, except as noted.
 - 1. The contractor shall provide and install an 8 x 8 x 4 concrete base for the transformer (confirm size and depth with the service utility) at the indicated location.
 - 2. Unless otherwise noted, provide a 4" high concrete base for all main panels, motor control centers, transformers, engine generators, etc. Extend base 4" beyond equipment or mounting rails on all sides or as shown on the drawings. Coordinate the pad dimension with the equipment to be located thereon.
 - 3. Concrete pole bases (detailed on the plans) shall be provided under Division 26. Coordinate size and location of all bases and furnish all required anchor bolts, sleeves and templates as required to obtain a proper installation.
 - 4. All concrete used on this project shall be 5-bag mix and/or as specified in the concrete section of the Architectural Section.

PART 2 - SEISMIC BRACING

2.1 GENERAL

- A. The General Conditions, Supplementary General Conditions, Alternates and Addenda, Applicable Drawings and the Technical Specifications shall apply to all work under this division.
- B. This seismic bracing section shall conform to the conditions governing the area within the structure being built under local and/or state UBC Seismic Requirements.

2.2 SCOPE OF WORK

- A. The materials covered by these specifications consist of furnishing all labor, material, and equipment necessary to complete the seismic bracing for all work provided under section 260000.
- B. The work shall include all electrical isolated and non-isolated equipment, luminaires, raceways, etc.
- 2.3 CODES REGULATIONS
 - A. In the installation of this work, comply in every way with the requirements of the laws, ordinances and rules of the system design and installation shall be based on seismic zone III of the Uniform Building Code, current edition and other standards listed below.
 - B. Reference Standards:
 - 1. Uniform Building Code current edition, especially Sec. 2336
 - 2. NFPA bulletin 90A, current edition
 - 3. UL Standard 181
 - 4. Tri-services manual, fagel etal 1978
 - C. If a conflict occurs between these rules and this specification, the rules are to govern. Accept this condition upon submitting bid, and no extra charge will be allowed after the contract is awarded. This shall not be construed as relieving the contractor from complying with any requirements on the plans or specifications which may be in excess of requirements of the hereinbefore mentioned rules and not contrary to same. Contractor shall bear all costs arising from the installation of any materials or equipment which is in conflict with the abovementioned codes or ordinances.
 - D. Obtain approvals, inspections, etc., required by code. All fees shall be included in the contract price. The contractor shall furnish a certificate of approval to the Owner's Representative from the inspection authority at completion of the work.

2.4 MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished and installed shall be first quality, new and meet the standards of NEMA, IPCEA, LS, UL, NFPA, UBC, UOSH, NEC, and shall bear their label wherever standards have been established and label service is available. Where materials and equipment are specified by manufacturer's name, and type and quality required is thereby denoted. The Owner's Representative shall be afforded every facility, deemed necessary to inspect and examine the materials and apparatus being installed to provide their quality, skill and competency of workmanship.
- B. Workmanship shall be the best quality of its kind for the respective industries, trades, crafts, and practices and shall be acceptable in every respect to the Owner's Representative. Nothing contained herein shall relieve the contractor from making good and perfect work in all details of construction.
- C. The contractor shall work in harmony with the Owner's Representative and with other contractors, companies or individuals working in connection with this project. Imperfections or errors by other contractors shall not relieve responsibility of this contractor. Store materials orderly and clean up without interference.

2.5 QUALITY ASSURANCE

The contractor shall be held responsible for purchasing and installing vibrator isolators, flexible connections, rigid steel frames, concrete inertia bases, anchors, inserts, hangers, and attachments, seismic bracing and snubbers as required for seismic control and prevention of the transmission of vibration for both isolated and non-isolated systems.

- A. Manufacturers and suppliers approved for use by the contractors Mason Industries, Inc., Korfund, and Amber/Booth Company.
- B. The approved manufacturer or supplier shall be totally responsible for the fabrication and operation of the seismic bracing components specified herein for all isolated equipment, non-isolated equipment, luminaires, raceways, etc.

2.5 GUARANTEE

A. The entire electrical system installed under this contract shall be left in proper working order and be in compliance with the drawings, specifications and/or authorized changes to the satisfaction of the Owner's Representative. Without additional charge, replace any work or materials which develop defects, except from ordinary wear, within one year from the date of substantial completion. A written guarantee covering the above provisions shall be signed and delivered to the architect after the project has final acceptance by the inspecting authority.

PART 3 - PRODUCTS

3.1 ISOLATED EQUIPMENT

A. All vibration isolated equipment shall be mounted on rigid steel frames or concrete bases. Each spring mounted base shall have a minimum of four all directional seismic snubbers that are double acting and located as close to the vibration isolators as possible to facilitate attachment both to the base and the structure. The snubbers shall consist of interlocking steel members restrained by shock absorbent rubber materials compounded to bridge bearing specifications.

- B. Elastomeric, 50 durometer, materials shall be replaceable and a minimum of ³/₄" thick.
 Snubbers shall be manufactured with an air gap between hard and resilient materials of not less than 1/8" nor more than ¹/₄". Snubbers shall be installed with factory set clearances.
- C. The capacity of the seismic snubbers at 3/8" deflection shall be 3 to 4 times the load assigned to the mount grouping in its immediate area.

3.2 NON-ISOLATED EQUIPMENT, RACEWAYS, ETC.

- A. All non-isolated equipment shall be installed according to current Uniform Building Code Sec. 2312 (g): Cp Factor Table 23J, I Factor Table 23K. In addition, the vertical forces, restraint requirements shall be computed as .5g the value of the lateral forces.
- B. All non-isolated raceway shall be protected against seismic disturbances except as noted below:
 - 1. All electrical conduit less than 2" inside diameter.

PART 4 - EXECUTION

4.1 SEISMIC REQUIREMENTS

A. All electrical work shall be braced, snubbed, or supported to withstand seismic disturbances and remain operational. Furnish all labor, materials, and equipment to provide protection against seismic disturbances and remain in place.

4.2 SHOP DRAWING SUBMITTAL AND REVIEW

- A. Submit complete, bound submittal in a loose-leaf binder large enough for all items (8 copies) to architect after award of contract. All such submittals shall include, but are not necessarily limited to, the following:
 - 1. Complete engineering calculations and shop drawings, prepared and stamped by a licensed engineer (UBC 302-6) for all seismic requirements for all equipment that is to restrain raceways, etc.
 - 2. The type, size and deflection of each isolator proposed for items in this specification and on the drawings.
 - 3. Details for all the isolators and seismic bracing with snubber proposed for items in this specification and on the drawings.
 - 4. Details for steel frames and concrete inertia bases to be used in conjunction with the isolation of the items in this specification and drawings.
 - 5. Clearly outlined procedures for installing and adjusting the isolators, seismic bracing, and snubbers.
 - 6. The size, loading and location of raceway supports with either a plan or complete description of the system.
- B. All items must be submitted at the same time. Partial submittals will not be accepted. Binders and indexes will remain in possession of engineer, architect, contractor, and sub-contractor.

C. Review is for assistance and interpreting the design concept. Changes in requirements will not be made in the review process. Review action does not exempt requirements to meet the intent of the contract documents. Any changes will be made by change order. Items not included in the submittal or incorrectly selected shall be in accordance with the contract requirements.

1.1 DESCRIPTION OF WORK

- A. The Electrical Contractor is responsible for the labeling of all electrical equipment for this project. The labels shall be made on 1/8" laminated micarta and an engraving machine as stated below.
- B. Labeling and Engraving: Any and all electrical control equipment shall be labeled with an engraved black Micarta with white core labels, 1/16" thick, shall be bolted on the interior and the exterior of branch panels (panel name and voltage) and the exterior of disconnect switches, motor controls, major J-boxes (power and auxiliary), push buttons, thermal switches, time switches and similar equipment. The labels shall have ¼" high engraved letters, such as 1½ HP FAN, PANEL A. All main panel circuits shall be identified with Micarta labels. (<u>RED MICARTA LABELS</u> shall be used on emergency powered equipment.)
- C. The phase of each feeder conductor shall be **color coded** at each end in panels and junction boxes as stated in Section 260519 2.1. The feeder powers shall be attached to the bundle of cables with a tie-wrap.
- D. Conduit shall be installed as diagramed on the plan. Any deviation shall be authorized in writing prior to rough-in.
- E. Write with a felt tip pen that contains permanent ink, on the inside of each device box and on the back of every plate, the circuit to which the device is connected. Example: Circuit "A-1".
- F. Engraving device plates see Wiring Devices.

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1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 26, 27, and 28 Specification Sections, apply to this Section.
- B. OPR and BoD documentation are included by reference for information only.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. General requirements that apply to implementation of commissioning without regard to systems, subsystems, and equipment being commissioned.
- B. The goal of the commissioning process for the commissioning is to verify for the Owner's Representative that the commissioned systems function interactively and in compliance with the design intent, and to facilitate the orderly and efficient transfer of the systems to the Owner.
 - 1. Commissioning is the process for achieving, verifying, and documenting that the performance of a building and its various systems, meet the design intent and the Owner's Representatives operational needs.
 - 2. Commissioning tests the operation of the equipment and building systems to ensure that they operate as designed and can satisfactorily meet the needs of the building throughout the entire range of operating conditions.
 - 3. Commissioning is a cooperative effort that requires participation by the Owner's Representative, Contractor, Installers, Engineer, Commissioning Agent, and Code Authority.
- C. Test Procedures: Equipment test procedures of the specific manufacturer to be used in the commissioning process may be modified or expanded to accurately address equipment of the specific type used and manufacturer used for this project.
- D. Commissioning is not intended to be a testing or inspection function that is a substitute for the Contractor's obligations for startup, system adjustment, testing, proof of performance, or contract closeout.

1.3 DEFINITIONS

- A. BoD: Basis of Design. A document that records concepts, calculations, decisions, and product selections used to meet the OPR and to satisfy applicable regulatory requirements, standards, and guidelines. The document includes both narrative descriptions and lists of individual items that support the design process.
- B. Commissioning Plan: A document that outlines the organization, schedule, allocation of resources, and documentation requirements of the commissioning process.
- C. CxA: Commissioning Authority.

- D. OPR: Owner's Project Requirements. A document that details the functional requirements of a project and the expectations of how it will be used and operated. These include Project goals, measurable performance criteria, cost considerations, benchmarks, success criteria, and supporting information.
- E. Systems, Subsystems, Equipment, and Components: Where these terms are used together or separately, they shall mean "as-built" systems, subsystems, equipment, and components.

1.4 COMMISSIONING TEAM

- A. Members Appointed by Contractor(s): Individuals, each having the authority to act on behalf of the entity he or she represents, explicitly organized to implement the commissioning process through coordinated action. The commissioning team shall consist of, but not be limited to, representatives of Contractor, including Project Superintendent and subcontractors, installers, suppliers, and specialists deemed appropriate by the CxA.
- B. Members Appointed by Owner:
 - 1. CxA: The designated person, company, or entity that plans, schedules, and coordinates the commissioning team to implement the commissioning process. Owner will engage the CxA under a separate contract.
 - 2. Representatives of the facility user and operation and maintenance personnel.
 - 3. Architect and engineering design professionals.

1.5 OWNER'S RESPONSIBILITIES

- A. Provide the OPR documentation to the CxA and Contractor for information and use.
- B. Assign operation and maintenance personnel and schedule them to participate in commissioning team activities.
- C. Provide the BoD documentation, prepared by Architect and approved by Owner, to the CxA and Contractor for use in developing the commissioning plan, systems manual, and operation and maintenance training plan.

1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall assign representatives with expertise and authority to act on its behalf and shall schedule them to participate in and perform commissioning process activities including, but not limited to, the following:
 - 1. Evaluate performance deficiencies identified in test reports and, in collaboration with entity responsible for system and equipment installation, recommend corrective action.
 - 2. Cooperate with the CxA for resolution of issues recorded in the Issues Log.
 - 3. Attend commissioning team meetings to be held weekly.
 - 4. Integrate and coordinate commissioning process activities with construction schedule.
 - 5. Review and accept construction checklists provided by the CxA.
 - 6. Complete electronic construction checklists, as Work is completed, and provide to the Commissioning Authority weekly.
 - 7. Review and accept commissioning process test procedures provided by the Commissioning Authority.
 - 8. Complete commissioning process test procedures.

1.7 CxA'S RESPONSIBILITIES

- A. Organize and lead the commissioning team.
- B. Provide commissioning plan.
- C. Convene commissioning team meetings.
- D. Provide Project-specific construction checklists and commissioning process test procedures.
- E. Verify the execution of commissioning process activities using random sampling. The sampling rate may vary from 1% to 100%. Verification will include, but is not limited to, equipment submittals, construction checklists, training, operating and maintenance data, tests, and test reports to verify compliance with the OPR. When a random sample does not meet the requirement, the CxA will report the failure in the Issues Log.
- F. Prepare and maintain the Issues Log.
- G. Prepare and maintain completed construction checklist log.
- H. Witness systems, assemblies, equipment, and component startup.
- I. Compile test data, inspection reports, and certificates; include them in the systems manual and commissioning process report.
- 1.8 SYSTEMS TO BE COMMISSIONED:
 - A. Lighting Control (265110)
 - 1. Lighting Control Systems by Room

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

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1.1 DESCRIPTION OF WORK

A. The Contractor shall provide and install the lighting controls as noted, which shall include the controls, accessories, boxes, etc., to make the installation complete and operable.

1.2 MOTION DETECTORS

- A. The contractor shall provide and install adjustable timer (6-15 min.) motion detectors as noted on the plans. The detectors shall be complete with sensors, relays, (or power pack) enclosures, etc. for a complete installation.
 - 1. The small room wall detectors shall be of PIR technology. The unit shall cover a semicircular area of 35' and shall be mounted 48" A.F.F. It shall be Watt Stopper WS-250-120/277 for 120 or 277-volts. Two-pole units shall be PW-200-W.
 - 2. The wall mounted detectors shall be a dual technology (PIR and ultrasonic) with an adjustable mounting bracket. The unit shall cover an area of 40' semi-circular area when set 9' A.F.F. The unit shall be such as a Watt Stopper DT- 200 with adjustable mounting bracket and power pack as needed.
 - 3. The ultrasonic detector shown in corridors is for controlling corridor luminaires. It shall have a 10' narrow beam for a range of 45' on either side of the center line or a range of 90' see plan for layout. The unit shall be ceiling mounted (level with the bottom of any obstruction). It shall be Watt Stopper WT- 2255 with power pack. A power pack can serve up to 3 sensors.
 - 4. In lavatories, mount on the ceiling an advanced ultrasonic sensor that is omni-directional, Doppler technology. The unit shall control a power pack (double contact) that will control the luminaires and the exhaust fan. The unit shall be a Watt Stopper WT-1100. The detector shall provide a 28' x 44' coverage pattern.
 - 5. All detectors except small room detector (Item #1) require a power pack for power control. The contractor shall provide and install these components as a part of the contract. The power pack unit shall be Watt Stopper C120E-P or C277E-P (confirm voltage). Provide double-pole contact for motion sensors controlling exhaust fans. Install power pack in a J-box located in an accessible location. Note the final location of the power pack on the plans.
- B. The detector shall have been tested and completed 60,000 successful operations.
- C. Hubbell, Lutron, Leviton, Tork, or Sensor Switch are approved equals provided they meet the specifications and functions of the named units' criteria. If the substituted units do not perform all the functions, the contractor shall provide the named and/or specified equipment.
- D. Submission: The contractor shall coordinate exact sensor location with manufacturer by submitting to the manufacturer a layout of the sensors for his review and evaluation. After the manufacturer has approved and endorsed the submitted plan, it shall be issued to the engineer as a shop drawing. The manufacturer shall provide the sensors as needed to perform the function and intents of the design.

1.3 LED DIMMER

A. Provide branch lighting solid-state AC dimmer controls for LED luminaires; wattage and voltage as indicated, 60 hertz, with 0-10V control. Provide dimmers manufactured by Lutron or as specified on drawings. Color as selected by Architect.

1.4 LED LIGHTING CONTROL SYSTEM

- A. Provide an LED lighting control system when shown and specified on the plans. LED luminaire shall be equipped with a driver approved for the control system. Daylight sensors, occupancy sensors, low voltage switches, WIFI programming modules, etc., shall be commissioned as required by the International Energy Conservation Code.
- B. The contractor shall operate the lamps for at least 100-hours before activating the dimmer equipment.

1.5 ELECTRONIC PHOTO CONTROL

A. The contractor shall provide and install photo switches/relays as noted on the plans. The photo switch shall be located at the indicated point and/or a location that will read daylight and wired into the system so that it will control the operation wherein it is placed.

The photo-switch/relay shall be such as Intermatic #EK4236S, with equals of Paragon as being acceptable.

1.6 TIME SWITCHES

- A. The contractor shall provide and install a time-controlled switch of the type noted on the plans. The switches shall have two 40A switches for operation with a resistance or inductive load. The clocks shall operate on 120V AC with a 24-hour over-rice on power failure. The switches shall be as follows (with Tork and Paragon as an acceptable equal):
 - 1. 24-hour timer shall be Intermatic #T173CR
 - 2. Astronomical timer shall be Intermatic #ET90415CR
 - 3. Elapse timer shall be Internatic No. FF60MHC
- B. Photo-switch/relay shall be long life design per ANSI C136.10.11.7, such as Intermatic EK4246S, with equals of Tork, Paragon, as being acceptable.

1.7 LIGHTING CONTACTORS

A. The contractor shall provide and install multi-pole lighting contactors as shown on the plans. The scheduler may indicate more than the 4-pole, 30A, specified herein. If that be the case, provide the number of poles specified. The contactors shall be mechanically held 120-Volt coils such as Square "D" No. 8903 LG 1000 V02 or as noted in the schedule on the plans.

1.1 DESCRIPTION OF WORK

- A. Extent of panelboard and enclosure work is indicted by drawings and schedules.
- B. Types of panelboards and enclosures in this section include lighting and appliance panelboards, and power distribution panelboards.
- 1.2 QUALITY ASSURANCE
 - Provide units which have been UL listed and labeled. Comply with NEC as applicable to installation of panelboards, cabinets, and cutout boxes. Comply with NEC pertaining to installation of wiring and equipment in hazardous locations. Comply with NEMA Stds. Pub. No. 250, "Enclosures for Electrical Equipment (1000 volt maximum)". Pub. No. 1, "Instructions for Safe Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less".

1.3 SUBMITTALS

A. PRODUCT DATA

1. Submit manufacturer data including specifications, installation instructions and general recommendations, for each type of panelboard required.

B. SHOP DRAWINGS

1. Submit dimensioned drawings of panelboards and enclosures showing accurately scaled layouts of enclosures and required individual panelboard devices, including, but not necessarily limited to, circuit breakers, fusible switches, fuses, ground-fault circuit interrupters, and accessories.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one Square "D" Company NQ, NF, or I-Line Type.
- B. Approved Manufacturers
 - 1. Square "D" Company
 - 2. General Electric Company
 - 3. Siemons
 - 4. Eaton

2.2 PANELBOARDS

A. GENERAL

1. Except as otherwise indicated, provide panelboards, enclosures, and auxiliary components, of types, sizes, and ratings indicated. Equip with number of unit panelboard devices as required for complete installation. Fully equip "spaces" with hardware to receive breaker or switch of size indicated.

2.3 LIGHTING AND APPLIANCE PANELBOARDS

A. Provide dead-front safety type lighting and appliance panelboards as indicated, with switching and protective devices in quantities, ratings, types, and arrangement shown, provide bolt-on thermal magnetic type branch breakers. Where multiple breakers are indicated, provide with common trip handle. Equip with aluminum bus bars full-sized neutral bus, ground bus and isolated ground bar when indicated.

2.4 PANELBOARD ENCLOSURES

- A. Provide galvanized sheet steel cabinet type enclosures, in sizes and NEMA types as indicated, code-gauge minimum 16-gauge thickness. Provide fronts with adjustable indicating trim clamps, and doors with flush locks and keys, all panelboard enclosures keyed alike, with concealed door hinges and door swings as indicated. Equip with interior circuit-directory frame, and card with clear plastic covering. Provide baked gray enamel finish over a rust inhibitor. Provide enclosures fabricated by same manufacturer as overcurrent devices contained therein. Bolt engraved Formica labels indicating panel name and voltage on the interior and exterior of panelboards.
- 2.5 FINISH
 - A. Coat interior and exterior of surface with manufacturer's standard color; baked on enamel finish.

2.6 IDENTIFICATION

A. Provide 1/16" thick black Formica labels with ¹/₄" high lettering on the interior and exterior of each panelboard; include panelboard name and voltage - see Section 260553.

2.7 BRANCH CIRCUIT BREAKERS

A. Provide and install branch circuit breakers of the size, type and amperage indicated, mounted in the position noted in the panel schedule.

The circuit breakers shall be as defined by NEMA as a device designed to carry electric current through a set of contacts and by automatic means open the contacts, interrupting the flow of current when the flow of current exceeds the labeled rating or on a high instantaneous inrush of current. The tripped breaker shall <u>flag</u> the interruption of the flow of current and be capable of being <u>reset</u> when returned to normal operating temperature. The breaker shall be a molded case unit that will open on an overload and/or short-circuit condition.

The unit shall be constructed as molded case units having a single handle operator for one, two or three pole units. For multiple pole units, and overload on any pole shall cause all terminals to open.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install panelboards and enclosures where indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC and NECA's "Standard of Installation", in compliance with recognized industry practices to ensure products fulfill requirements.
- B. Position the breakers in the panel to match the schedule on the plans.
- C. Coordinate installation of panelboards and enclosures with cable and raceway installation work. Anchor enclosure firmly to walls and structural surfaces, ensuring they are permanently and mechanically secure. Arrange conductors neatly within enclosure, and secure with suitable nylon ties.
- D. Fill out panelboard's circuit directory card upon completion of installation work. Utilize actual final building room numbers, not architectural numbers used on drawings. Identify individual lighting circuits and individual receptacle circuits by room served. Include room number with equipment circuit designations. All directories to by typewritten.
- E. Provide selective coordination of all breakers per NEC 700.27 and 701.27 using the definition in Article 100 (NEC2014).

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1.1 DESCRIPTION OF WORK

- A. The extent of wiring device work is indicated by drawings and schedules. Wiring devices are defined as a unit of an electrical system that carries or controls electric energy as its principal function.
- B. Types of electrical wiring devices in this section include the following:
 - 1. Switches
 - 2. Receptacles
 - 3. Cord caps and connectors
 - 4. Wiring device accessories

1.2 QUALITY ASSURANCE

- A. Comply with NEC and NEMA standards as applicable for construction and installation of electrical wiring devices. Provide electrical wiring devices which have been UL listed and labeled.
- 1.3 SUBMITTALS
 - A. Product Data: Submit manufacturer's data on electrical wiring devices.

PART 2 - PRODUCTS

2.1 FABRICATED WIRING DEVICES

- A. GENERAL: Provide factory-fabricated wiring devices, in types, and electrical ratings for applications indicated and complying with NEMA Stds. Pub. No. WD 1. The devices shall be white with white coverplates.
- B. Provide wiring devices (of proper voltage rating) as follows:

SWITCHES		(20A Continuous Rating)			
MFGR.	1-Pole	3-Way	4-Way	W-Pilot	
Hubbell	DS120W	DS320W	DS420W	HBL1221PL	
P&S	2621W	2623W	2624W	PS20AC1RPL(7)	
Eaton	7622W-Box	7623W-Box	7624W-Box	AH1221PL	
Bryant	9901W	9903W	9904W	4901PLR(*)	

RECEPTACLES			(20A Continuous Rating)			
MFGR.	C.O.'s	GFI (Weather-Resistant)	Controlled	Hospital (Green Dot)	IG (Orange)	
Hubbell	SNAP5362W A/SNAP2RA	GFR5362SGW	SNAP5362CIW A	HBL2182WA	IG 2162	
P&S	5362- AW/Plugtail	2097TRWRAW	5362CHW	26362HGW	IG 26362	
Eaton	AH5362W	TWRSGF20W	5362CHW	8362W	IG8362RN	

- C. Special devices as indicated on the plans, complete with matching coverplates shall be provided and installed where indicated.
- D. All weatherproof covers on receptacles (GFI) and/or switches shall be mounted on a recessed box. Cover shall be made of cast aluminum such as Arlington Industries #DSHBIBRC. Equals of T&B and TayMac are acceptable. GFI receptacle shall be weather resistant as indicated in schedule above.
- E. Provide devices in colors selected by Architect.
- F. Contractor shall provide and install tamper resistant receptacles where required by NEC 406. If P & S/Eaton do not have tamper resistant version of specified device, provide Hubbell tamper resistant version where required.

2.2 CORDS CAPS AND CONNECTORS

- A. Provide 3-wire grounding, cap plugs, and connectors of ampere and voltage rating required, for final equipment connection, and as indicated otherwise on drawings. Provide products of one of the following manufactures:
 - 1. Arrow Hart
 - 2. General Electric
 - 3. Hubbell
 - 4. Leviton
 - 5. Pass and Seymour
 - 6. Bryant

2.3 WIRING DEVICE ACCESSORIES

- A. WALL PLATES: Provide and install high impact, smooth, white nylon coverplates for all wiring devices. Provide galvanized steel plates in unfinished or kitchen areas. Engrave all receptacle plates other than those serving 120 volt, single phase devices. State voltage and amperage characteristics. Example: "208V, 30A".
- B. All switch banks shall have each switch identified as to its function with 1/8" thick laminated micarta engraved adhesive plate.
- C. Weatherproof coverplates shall be Arlington Industries #DSHBIBRC. Equals of T & B and TayMac are acceptable.
- D. Emergency power coverplate shall be "RED", engrave "Emergency Power" on coverplate.

WIRING DEVICES
PART 3 - EXECUTION

3.1 GENERAL

- A. Install wiring devices as indicated, in compliance with manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation", and in accordance with recognized industry practices to fulfill project requirements.
- B. Coordinate with other trades (including painting), the installation of electrical boxes and wiring. Install devices in boxes such that front of device is flush and square with coverplate. Drawings are small scale and, unless dimensioned, indicate approximate locations only of outlets, devices, equipment, etc. Locate outlets and apparatus symmetrically on floors, walls and ceilings where not dimensioned and coordinated with other work. Verify all dimensioned items on job site. Consult architectural cabinet, millwork, and equipment shop drawings prior to rough-in of electrical work.
- C. Receptacles: **The receptacles shall be mounted vertically** with the neutral terminal or slot at the left side.
- D. Install devices only in electrical boxes which are clean, free from excess building materials, dirt, and debris. Mark each box and the back of each device plate, with felt tip marker, indicating the circuit or port to which the device is connected. Example: "CKT A-1".
- E. Install blank plates on all boxes without devices.
- F. Delay installation of wiring devices until wiring work is completed. Delay installation of wall plates until after painting work is completed.
- G. Do not Edison or share neutral conductors between phases.
- 3.2 PROTECTION OF WALL PLATES AND RECEPTACLES
 - A. At time of substantial completion, replace those items which have been damaged, including those stained, burned and scored.
- 3.3 GROUNDING
 - A. Provide electrical continuous, tight grounding connections for wiring devices, unless otherwise indicated.
- 3.4 TESTING
 - A. Prior to energizing circuitry, test with a hand test device that proves electrical connections: continuity, proper polarity, grounding, neutral connection, etc. Any irregularities shall be corrected.

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of motor and circuit disconnect switch and/or circuit breaker is indicated on the plans and schedules. Work includes complete installation and electrical connections.
- 1.2 QUALITY ASSURANCE
 - A. Provide motor and circuit disconnect switches, and/or circuit breaker (as noted), which have been UL listed and labeled. Comply with applicable requirements of NEMA Standards Pub. No. KS 1, and NEC.

1.3 SUBMITTALS

A. Product Data: Submit manufacturer's data including specification, installation instructions and general recommendations, for each type of motor and circuit disconnect switch required.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Manufacturer: Subjects to compliance with requirements, provide products of one of the following (for each type of switch):
 - 1. Square D Company
 - 2. General Electric Co.
 - 3. Siemons
 - 4. Eaton Corp.

2.2 FABRICATED SWITCHES

A. GENERAL

- 1. Provide heavy duty type disconnect and safety switches as indicated herein.
 - a. Heavy duty switches on 240 and/or 600 volt rated circuits.
 - b. HP rated switches on all motor circuits.

B. HEAVY DUTY SWITCHES

1. Provide heavy-duty type, sheet-steel enclosed switches, fusible or non-fusible as indicated of types, sizes and electrical characteristics indicated; rated 240 and/or 600 volts, 60 hertz; incorporating spring assisted, quick-make, quick-break switches which are so constructed that switch blades are visible in OFF position with door open. Provide single phase or three phase with solid neutral as required by applications. Equip with an **interlocked operating handle** which is capable of being padlocked in OFF position. Provide NEMA 1 or NEMA 3R as required by application, unless noted. Provide fusible switches with Class R rejection fuse clip kits.

C. FUSES

1. Where indicated, provide fuses for switches, as required of classes, types and ratings needed to fulfill electrical requirements for services indicated. Provide spare fuses amounting to one spare fuse for each 10 installed but not less than three of any one type and size. See Section 262813 for fuse types.

D. CIRCUIT BREAKERS

1. Provide and install circuit breakers of the size noted on the plans. They shall be installed in a NEMA 1 enclosure unless otherwise noted.

PART 3 - EXECUTION

3.1 INSTALLATION OF MOTOR AND CIRCUIT DISCONNECT SWITCHES

- A. Install motor and circuit disconnect switches where indicated, complying with manufacturer's written instructions, applicable requirements of NEC, NECA's "Standard of Installation" and in accordance with recognized industry practices to ensure that products fulfill requirement.
- B. Coordinate motor and circuit disconnect switch installation work with electrical raceway and cable work, as necessary for proper interface.
- C. Install disconnect switches with motor drive appliances, and motors and controllers within sight of controller position.

SECTION 262910 - OVERCURRENT PROTECTIVE DEVICES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of overcurrent protective device work is indicted by drawings and schedules. Overcurrent protective devices specified herein are for installation as individual components in separate enclosures, and for installation as integral components of switchboards and panelboards. See Section 262413, Switchgear and Switchboards, and Section 262416, Panelboards.
- B. Types of overcurrent protective devices in this section include the following for operation at 600 volts and above:
 - 1. Molded case circuit breakers
 - 2. Power circuit breakers
 - 3. Fusible switches
 - 4. Molded case systems breakers
- C. Refer to other Division-26 sections for cable/wire and connector work required in conjunction with overcurrent protective devices.
- 1.2 QUALITY ASSURANCE
 - A. Comply with NEC requirements and NEMA and ANSI standards as applicable to construction and installation of overcurrent protective devices.

1.3 SUBMITTALS

- A. Product Data: Submit manufacturer's data on overcurrent protective devices, including catalog cuts, time-current trip characteristic curves, and mounting requirements.
- B. Shop Drawings: Submit layout drawings of overcurrent protective devices, with layout of circuit breakers, including special relationships to proximate equipment.
- C. Maintenance Stock, Fuses: For types and ratings required, furnish additional fuses, amounting to one unit for every 5 installed units, but not less than two units of each size and type.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURER'S (LOW VOLTAGE)

- A. Subject to compliance with requirements, provide products of one of the following (main and branch manufacturer must be same as panelboard and/or switchboard manufacturer):
 - 1. Circuit Breakers and Fusible Switches
 - a. Square "D" Co.
 - b. General Electric Co.
 - c. Siemons
 - d. Eaton Corp

2.2 MOLDED CASE CIRCUIT BREAKERS

- A. Provided factory-assembled, molded case circuit breakers for power distribution panelboards and switchboards; and for individual mounting, as indicated. Provide breakers and amperage, voltage and RMS interrupting rating shown, with permanent thermal trip and adjustable instantaneous magnetic trip in each pole. Construct breakers for mounting and operating in any physical position and in an ambient temperature of 40° C. Provide with mechanical screw type removable connector lugs, AL/CU rated.
- B. All breakers in the main distribution panel shall have sufficient interrupting capacity to safely interrupt the available short circuit current from the transformer bank. Circuit breakers shall be Square "D", Type FH, KH, LH, MH, or as noted on the plans.
- C. All breakers specified with motor starters shall be Square "D" Mag-Guard.

2.3 FUSIBLE SWITCHES

- A. Provide factory-assembled fusible switch units for power distribution panelboards and switchboards, and for individual mounting as indicated. Provide switch units of amperage, voltage, and RMS interrupting rating as shown, with quick-make, quick-break mechanisms, visible blades, and dual horsepower ratings. Equip with lockable handles with on-off indication. Interlock switch covers with handles to prevent opening in "ON" position. Provide switch with Class R rejection fuse clip kits.
- B. Acceptable Manufacturer
 - 1. Subject to compliance with requirements, provide ground-fault sensing and relaying equipment of one of the following (manufacturer must be same as panelboard and/or switchboard manufacturer):
 - a. Square D Co.
 - b. General Electric Co.
 - c. Siemons
 - d. Eaton

PART 3 - EXECUTION

3.1 INSTALLATION OF OVERCURRENT PROTECTIVE DEVICES

- A. Install overcurrent protective devices as indicated, in accordance with the manufacturer's written instructions and with recognized industry practices to ensure that protective devices comply with requirements. Comply with NEC and NEMA standards for installation of overcurrent protective devices.
- B. Coordinate with other work as necessary to interface installation of overcurrent protective devices with other work.
- C. Provide a breaker coordination study. Set field-adjustable circuit breakers for trip settings recommended in study, subsequent to installation of devices.
- D. Install fuses in overcurrent protective devices.

- E. Field test all ground fault protective devices for proper operation; test to be performed by representative of the manufacturer. Include verification of complete time current trip characteristics.
- F. Provide selective coordination of all breakers per NEC 700.27 and 701.27 Using the definition in Article 100 (NEC2014).
- 3.2 FIELD QUALITY CONTROL
 - A. Prior to energization of overcurrent protective devices, test devices for continuity of circuitry and for short-circuits. Correct malfunctioning units, and then demonstrate compliance with requirements.

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of motor starter work is indicated by drawings and schedules.
- B. Types of motor starter in this section include the following:
 - 1. AC Fraction horsepower Manual Starters
 - 2. AC Line Voltage Manual Starters
 - 3. AC Non-Reversing Magnetic Starters
 - 4. AC Combination Non-Reversing Magnetic Starters

1.2 QUALITY ASSURANCE

 Comply with NEC and NEMA Standards as applicable to wiring methods, construction, and installation of motor starters. Comply with applicable requirements of UL 508, "Electric Industrial Control Equipment", pertaining to electrical motor starters. Provide units which have been UL-listed and labeled.

1.3 SUBMITTALS

- A. Product Data: Submit dimensioned drawings of motor starters showing accurately scaled equipment layouts.
- B. Motor Voltage/Current Report: After installation is complete, including water and air balancing, measure voltage (L-L and L-N) and full load current of each phase of each motor. Submit report showing field readings of voltage and amperage and thermal heater size installed for each motor.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Subject to compliance with requirements, provide products of one of the following (for each type and rating of motor starter):
 - 1. Allen-Bradley Co. 1
 - 2. Square D Co.
 - 3. General Electric Co.
 - 4. Eaton

2.2 MAINTENANCE STOCK, FUSES

A. For types and ratings required, furnish additional fuses, amounting to one unit for every 10 installed units, but not more than 5 units of each type, for both power and control circuit fuses.

2.3 MOTOR STARTERS

- A. General: Except as otherwise indicated, provide motor starters and ancillary components; of types, sizes, ratings, and electrical characteristics indicated which comply with manufacturer's standard materials, design and construction in accordance with published information, and as required for complete installations.
- B. Thermal Overload Units: Provide thermal overload units, sized in accordance with manufacturer's recommendations for full load current of motor controlled. Provide thermal heater units, sized to actual running full load current if actual full load current is less than 90% of motor nameplate full load current. Size heater for mechanical equipment after air and water balancing have been completed. Spare parts: Provide a spare set of each type and/or size.
- C. AC Fractional Hp Manual Starters (Equal to Square D Class 2510): Provide manual, single-phase, 1 and 2 pole, 300 volt AC max, fractional HP motor starters, of types, ratings and electrical characteristics indicated; equip with one piece thermal overload relay with field adjustment capability of plus or minus 10% of nominal overload heater rating; for protection of AC motors of 1 HP and less. (For manually controlled motors in excess of 1 HP, see Line Voltage Manual Starters specified herein.) Provide starter with quick-make, quick-break trip free toggle mechanisms, green pilot lights, and with lock-off toggle operated handle. Mount surface units in NEMA 1 enclosures, unless noted otherwise. Provide flush mounted units with coverplate to match wiring device coverplates.
- D. AC Line Voltage Manual Starters (Equal to Square D Class 2510): Provide line voltage manual starters, of types, ratings and electrical characteristics indicated; 2 or 3 pole, 600 volt AC max; equip with pushbutton operator, low voltage protection feature, and green pilot light. Provide starters with trip free mechanism such that contacts will open under load and remain open until thermal element has cooled, and unit is reset. Mount surface units in NEMA 1 enclosure, unless noted otherwise. Provide overlapping trim for flush mounted units.
- E. AC Non-Reversing Magnetic Starters (Equal to Square D Class 8536): Provide line voltage magnetic starters (nothing smaller than size 1 typical all arrangements), to types, ratings and electrical characteristics indicated; 2 or 3 pole, 600 volt max, 120 volt control voltage with solid state current sensing protection with under voltage trip in all phases. Equip units with holding contact, 2 normally open, and 2 normally closed auxiliary contacts, unless noted otherwise. Provide fused control transformer in each starter. Mount hand-off-auto switch, red pilot light, and reset button in face of enclosure. Provide NEMA 1 enclosure unless noted otherwise. Equip all spare starters complete with items as specified herein.
- F. Control Contactor (Equal to Square D Class 8903 Type PB): Provide line voltage Contactor of the size indicated on the plans, to types, ratings and electrical characteristics indicated; 2 or 3 pole, 600 volt max, 120 volt control voltage or as noted. Equip units with holding contact, 1 normally open, and 1 normally closed auxiliary contacts, unless noted otherwise. Provide fuse control transformer in each Contactor. Mount a red pilot light, in face of enclosure. Provide NEMA 1 enclosure unless noted otherwise.
- 2.4 SOLID STATE OVERLOAD RELAY (Include as a part of all magnetic starters)
 - A. The overload relay shall be a solid-state current sensing device that is ambient insensitive. The overload relay shall incorporate phase unbalance, phase loss and overload protection. The overload relay shall have a 3:1 current adjustment range. A visible trip indication and a trip test function shall be included. An LED shall indicate power to the device and there shall be a lockable tamper guard to protect the dial adjustment. The device shall be a Square D Class 9065 or approved equal.

HIGHLAND HIGH ATHLETIC FACILITY

- B. AC Combination Non-Reversing Breaker and Magnetic Starters (Equal To Square D Class 8538): Provide line voltage combination starters, of types, ratings and electrical characteristics and indicated for 8536; 2 or 3 pole, 600 volts max with non-reversing magnetic starters with solid state current sensing overload protection, as specified herein; in common cubicle or enclosure with motor circuit protector. (To include Solid State Overload Relay).
- C. Provide instantaneous trip circuit breaker as indicated and adjust to comply with manufacturer's recommendations. Provide combination starters for individual mounting, or for group mounting in motor control center as indicated. Provide NEMA 1 enclosures unless otherwise indicated.
- D. AC Combination Non-Reversing Fused Disconnect and Magnetic Starters (Equal To Square D Class 8539): Provide line voltage combination starters, of types, ratings, and electrical characteristics; 2 or 3 pole, 600 volt maximum with non-reversing magnetic starters as specified herein; in common cubicle or enclosure with fusible disconnect switch. Provide quick-make, quick-break, visible blade disconnect switch. Provide 2, 3, and 4; and visible blade, automatic circuit interrupters with push-to-trip feature and separate fuse clips for larger NEMA sizes. Fuse all starters with dual-element (time-delay) fuses equal to Bussman FRN/FRS. Provide combination starters for individual mounting, or for group mounting in motor control centers as indicated. Provide NEMA 1 enclosures unless otherwise indicated. (To include Solid State Overload Relay).

PART 3 - EXECUTION

- 3.1 INSTALLATION OF MOTOR STARTERS
 - A. Install motor starters as indicated, in accordance with manufacturer's written instructions, applicable requirements of NEC, NEMA standards, and NECA's "Standards of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
 - B. Install fuses in fusible disconnects, if any.

3.2 ADJUST AND CLEAN

- A. Inspect operating mechanisms for malfunctioning and, where necessary, adjust units for free mechanical movement.
- B. Touch-up scratched or marred surfaces to match original finish.
- C. Each motor starter shall be equipped with lock out capabilities.
- 3.3 FIELD QUALITY CONTROL
 - A. Subsequent to wire/cable hook-up, energize motor starters and demonstrate functioning of equipment in accordance with requirements.

SECTION 265100 - INTERIOR LIGHTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Extent of interior and exterior luminaire work is indicated by drawings and schedules.
- B. The contractor shall provide the quantity of luminaires indicated on the plans. The drawn length (in standard increments) of the luminaire determines the quantity and the catalog number identifies the model or type. The catalog numbers have been carefully prepared to define the luminaire type but may not be completely accurate. At least four (4) days prior to bidding each manufacturer shall compare the catalog numbers shown with the description and requirements on the drawings and shall notify the Architect/Engineer of any discrepancies. Specifically included in the evaluation shall be the verifying of proper mounting kits or accessories to facilitate installation of the luminaire as shown at each location on the plans. No allowance or redress will be allowed for discrepancies that were not addressed to the indicated authorities for clarification prior to bidding. Reporting of ambiguities is the responsibility of the bidder.
- C. On all pendant mounted luminaires, provide a second set of pendants, of a different length, as directed by the Architect/Engineer, to be used at their discretion. Provide and install at no additional charge to the project.
- D. Types of light sources within the luminaires include the following:
 - 1. LED
- 1.2 QUALITY ASSURANCE
 - A. Comply with NEC (Article 410), NEMA and ANSI 132.1 as applicable to installation and construction of luminaires. Provide UL listed and labeled luminaires for installation on this project.
- 1.3 SUBMITTALS
 - A. Product Data: Submit manufacturer's data on interior and exterior building luminaires. Submit the manufacturer's data on ballasts supplied with luminaires.
 - B. Shop Drawings: Submit dimensioned drawings of luminaires and supplied ballasts. Submit luminaire shop drawings with ballasts in booklet form with separate sheet for each luminaire, assembled in "type" alphabetical order, with proposed luminaire/accessories clearly indicated on each sheet.
 - C. Submit manufacturer's contact information for future LED module/driver replacement by owner.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Subject to compliance with requirements, provide products of one of the following (for each luminaire):
 - 1. LED lamps

2.2 INTERIOR LUMINAIRES

- General: Provide luminaires, of sizes, types and ratings indicated. Luminaire shall be complete with, but not necessarily limited to, housings, lamps, lamp holders, reflectors, ballasts, starters and wiring. Label each luminaire with manufacturer's name and catalog number. Provide all enclosed luminaires with positive latch mechanisms, spring tension clips not acceptable. Provide all exterior luminaires with damp or wet location label as required by application.
- B. Support Requirements: Provide all pendant and stem mounted luminaires with flexible ball joint hangers at all points of support. Equipment hooks used to hang luminaires shall be supplied with safety latches. Provide all detachable luminaire parts, luminous ceiling accessories, louvers, diffusers, lenses, and reflectors with locking catches, screws, safety chain or safety cable.

Each hanger point shall be capable of supporting four times the luminaire weight. Backing supports shall be installed above (or behind) sheetrock, plaster and similar ceiling and wall materials. All surface mounted ceiling luminaires shall be supported from a structural channel. See plans for additional details.

2.3 LED DRIVERS/LAMPS

A. 5-year warranty; lamps (4000-4500K). See additional information on Sheet E2.0.

PART 3 - EXECUTION

- 3.1 INSTALLATION OF LUMINAIRES
 - A. Install luminaires at locations and heights indicated, in accordance with luminaire manufacturer's written instructions, applicable requirements of NEC (Article 410), NECA's "Standard of Installation", NEMA standards, and with recognized industry practices to ensure that luminaires fulfill requirements.
 - B. Coordinate with other work as appropriate to properly interface installation of luminaires. Consult architectural reflected ceiling plan for exact location of all luminaires.
 - C. Provide all necessary supports, brackets, and miscellaneous equipment for mounting of luminaires. Support all ceiling mounted luminaires from the building structure; independent of the ceiling system, unless noted. Support each recessed luminaire from the building structure with #12 ga. steel wire attached to each luminaire corner (in addition to supports normally provided for attachment to the ceiling system). Provide backing supports above (or behind) sheetrock, plaster and similar ceiling and wall materials. Support ceiling mounted outlet boxes independent of the raceway system, and capable of supporting 200 pounds. See plans for additional details.

- D. Install emergency battery inside luminaire ballast channel with charging indicator light and test switch mounted on fixture end, or visible and accessible through lens. Wire so luminaire can be tested with lights on and lamps in normal mode are switched off with other lighting in area. Connect emergency battery to unswitched conductor.
- E. Clean luminaires of dirt and debris upon completion of installation.
- F. Protect installed luminaires from damage during remainder of construction period. Repair all nicks and scratches to appearance of original finish. If repair is not possible, replace damaged portion of luminaire.

3.2 FIELD QUALITY CONTROL

- A. Upon complete installation of luminaires, and after building circuitry has been energized, apply electrical energy to demonstrate capability and compliance with requirements. Where possible, correct malfunctioning luminaires on site, then reset to demonstrate compliance; otherwise remove and replace with new luminaires and proceed with retesting.
- B. At the time of Substantial Completion, replace lamps in interior luminaires which are observed to be noticeably dimmed after the Contractor's use and testing, as judged by Architect/Engineer. In addition, furnish replacement lamps amounting to 15% (but not less than one lamp) of each type and size used (Max. 48 of any one type). Deliver replacement stock with letter of transmittal as directed to Owner's storage space.
- C. Provide tight equipment grounding connections for each luminaire.

SECTION 265600 - EXTERIOR LIGHTING

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. The contractor shall provide and install the exterior luminaires as noted in the luminaire schedule on the plans and located as indicated. The contractor shall reference the architectural and landscaping plans and coordinate the conduit/conductor installation and light pole location therewith. If a discrepancy or conflict, refer same to the engineer for clarification.
- B. The luminaires provided and installed in this section shall include the ballast of the type noted in Section 265100, except temperature-rated shall be provided, or of the type as noted in the luminaire schedule on the plans.
- C. The exterior luminaires being provided for this project shall be submitted for approval with those on Section 265100.
- D. The conduit/conductor installation shall comply with the specification relating to the respective section, but the conductor size shall be taken from the plans and shall comply therewith.
- E. When the installation is complete, the luminaire must be clean and the area free of debris.