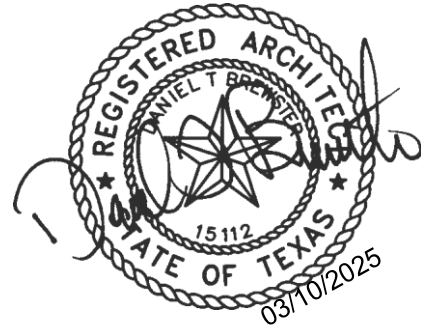




TEXAS ARCADIS INC.
P.O. Box 891209, Houston TX 77289 USA
tel 281 286 6605
arcadiseducationtx.com



ADDENDUM NO. 01

Date of Issuance: March 10, 2025

Project: **2022 BOND – New Williams Elementary School Replacement**
Pasadena Independent School District

Issued by: Arcadis Inc.
P. O. Box 891209
Houston, TX 77289
281-286-6605

Arcadis Project No.: 202301
PISD CSP No.: 25P-034LP

Prepared for: Prospective Proposers

PART A: NOTICE TO PROPOSERS:

1. Receipt of this Addendum shall be acknowledged on the Proposal Form. Failure to do so may subject Proposers to disqualification. Each proposer shall make necessary adjustments and submit his proposal with full knowledge of all modifications, clarification, and supplemental data included therein.
2. This Addendum forms part of the Contract Documents and shall be incorporated integrally therewith. Where provisions of the following supplemental data differ from those of previously issued documents, this Addendum shall govern.
3. The following Contract Documents have been issued to date delineating the Work (Project).

Contract Documents

February 18, 2025

4. This Addendum consists of: Three (3) 8-1/2x11 written pages; Seventy-one (71) 8-1/2x11 Spec Section pages; and Twelve (12) full-size New or Re-issued Sheets / Drawings as described in PARTS D, E and F below; as prepared by Texas Arcadis Inc. Total pages: 89

PART B: CHANGES TO PRIOR ADDENDUM

5. None

PART C: CHANGES TO THE PROJECT MANUAL

6. Reference Documents:
 - a. Attached for reference is the Pre-Proposal Conference Sign-in Sheet, dated

March 4, 2025. (3 pages)

7. Section 00 01 10 – Table of Contents
 - a. Add the following sections to the TOC:

00 45 23	Certificate of Interested Parties	1-2
00 72 00	General Conditions of the Contract for Construction	1-42
01 21 00	Allowances	1-2
01 40 00	Quality Requirements	1-7
12 21 23	Electrical Roller Shades	1-9
12 93 43	Site Furnishings (Allowance)	1-3
32 18 16	Synthetic Grass Surfacing (Allowance)	1-6

8. Section 00 11 19 – Request for Competitive Sealed Proposals
 - a. Proposal Date: Revise to be April 3, 2025 in lieu of April 1, 2025.
 - b. Proposal Location: Revise location to be:
Carmen Orozco Center,
1832 E Sam Houston Pkwy S.
Pasadena, Texas 77503

9. Section 00 45 23 – Certificate of Interested Parties
 - a. Add this section in its entirety. (2 pages)

10. Section 00 72 00 – General Conditions of the Contract for Construction
 - a. Add this section in its entirety. (42 pages)

11. Section 01 21 00 – Allowances
 - a. Replace this section with the revised attached section. (2 pages)

12. Section 01 40 00 – Quality Requirements
 - a. Add this section in its entirety. (7 pages)

13. Section 08 80 00 – Glazing
 - a. Article 2.4, paragraph A, item 04c revise to read as follows:
“c. Provide in Low E tint.”
 - b. Article 2.4, paragraph D, item 03c, revise to read as follows:
“c. Provide in Low E tint.”

14. Section 12 21 23 – Electrical Roller Shades
 - a. Add this section in its entirety. (9 pages)

15. Section 12 93 43 – Site Furnishings (Allowance)
 - a. Add this section in its entirety. (3 pages)

16. Section 32 18 16 – Synthetic Grass Surfacing (Allowance) (6 pages)
 - a. Add this section in its entirety. (6 pages)

PART D: CHANGES TO THE DRAWINGS

17. NONE

PART E: RE-ISSUED SHEETS

18. Sheet A2.10 Window Schedule
 - a. Revise Area 'A1' – Window Schedule
 - b. Revise Area 'C1' – Window Schedule
19. Sheet A5.06 Stair Details
 - a. Revise Detail 10 – Rail – Handrail Details
 - b. Revise Detail 14 – Ramp – Lndg Cross Section
20. Sheet A6.05 Wall Sections
 - a. Revise Detail 4 – BRK-CMU B101-S
21. Sheet A7.08 Interior Elevations
 - a. Revise Detail 2 – INT GYM B102 -E
 - b. Revise Detail 10 – INT – SERVERY B119-W
 - c. Revise Detail 14 – INT – CORR. A127 – E
 - d. Revise Detail 15 – INT – CORR. A127 - W
22. Sheet A7.09 Interior Elevations
 - a. Revise Detail 2 – INT – CORR. A135 -N2
 - b. Revise Detail 3 – INT – RECEPTION A102 -NE
23. Sheet A9.03 Exterior Frame Elevations
 - a. Revise entire sheet.
24. Sheet A11.01 Area 'A1' 1st Floor Finish Plan
 - a. Revise Room Floor Finish to rooms A128, A130, A132, A134.
 - b. Revise Wall Finish to rooms A104, A110, A116, A117.
25. Sheet A11.02 Area 'B1' 1st Floor Finish Plan
 - a. Revise Room Floor Finish Plan to room B105.
26. Sheet A11.03 Area 'C1' 1st Floor Finish Plan
 - a. Revise Wall Finish to room C120.
27. Sheet A11.04 Area 'D1' 1st Floor Finish Plan
 - a. Revise Wall Finish to rooms D124, D134, D139, D131, D126, D115.
28. Sheet A11.06 Area 'C2' 2ND Floor Finish Plan
 - a. Revise Wall Finish to rooms C214.
29. Sheet A11.08 Area 'D2' 2ND Floor Finish Plan
 - a. Revise Wall Finish to rooms D243, D210, D214.

PART F: NEW ISSUED SHEETS

30. NONE

END OF ADDENDUM NO. 01

ATTENDANCE SHEET – Pre-Proposal

CSP #25P-034LP

2022 Bond – New Williams ES Replacement

PISD Facilities and Construction Dept.
1814 East Sam Houston Parkway South
Pasadena, TX 77503

Tuesday, March 4, 2025 @ 10:00 AM

NAME	COMPANY	PHONE	EMAIL
1) Xavier Nieto	GTT	936-441-8282	estimating@gttconstruction.com
2) Samuel Mamyran	For Tech Solutions	246 285 2081	samvel@fortecholutions.com
3) Brian Wildish	Satterfield + Pontikes	971 888 3444	houstonbids@satpon.com
4) Brandon Assuncao	SBP	281-797-2220	" "
5) SHAUNA K. GAGNEAN	PISD	281.910.2233	sgagneanx@pasadenaisd.org
6) Pablo Marin	Engineered Air	651-363-6285	pablo.marin@engineeredair.com
7) Elizabeth Stemas	Satterfield + Pontikes	713.996.1300	houstonbids@satpon.com
8) Randy Shepherd	Cadence McShane	281.216.2803	rshpherd@cadencemcshane.com
9) Bobby Williams	Carlisle	832-868-2204	bobby@carlisle.com
10) Brent Muzzarara	My Garage and Gates	406-210-7862	Brent@mygarageandgates.com
11) TREVOR HINDTE	MY GARAGE AND GATES	346-442-8744	Trevor@mygarageandgates.com
12) Brandon Watson	DI CON DI CON		BWatson@DICONSTRUCTION.COM
13) ERIN NELSON	ARCADIS	832-835-4678	Erin.nelson@arcadis.com
14) Sean McLeod	LTJ ENGINEERS	281-945-8888	Sean.mcleod@ltj-engineers.com

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TEXAS ARCADIS INC.
 P. O. Box 891209
 Houston TX 77289 USA
 (281) 286-6605
 arcadiseducationtx.com

Pre-Proposal Conference Sign-In Sheet

Date: March 4, 2025

Meeting Time: 1:30 pm

Meeting Location:

Project Name: **Williams Elementary Replacement**

Project No.: 202301

NAME	COMPANY	PHONE	EMAIL
Chris Martinez	Martinez Contracting	832-499-9885	Chris.Martinez@martinezcontracting.net
KEVIN FORNOF	PISD		Kfornof@pasadenaisd.org
Ram Haynes	Gamma	713-963-0086	phaynes@gammacnst.com
Joshua Herting	True North	512-789-7571	joshua.herting@trnyc.com
Andrew Osteen	LTY Engineers	214-449-2592	andrew.osteen@LTY-engineers.com
Gene A. Simmons	ARCADIS		Gene.Simmons@Arcadis.com
Laurie Pruett	PISD	713-7400191	lpruett@pasadenaisd.org
Sharon Fisher	Drymalla	979-732-5731	sfisher@drymalla.com
Justin Robinson	Division one	713-685-7330	bid@dlconstruction.com



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Pre-Proposal Conference Sign-In Sheet

Date: March 4, 2025

Meeting Time: 1:30 pm

Meeting Location:

Project Name: Williams Elementary Replacement

Project No.: 202301

NAME	COMPANY	PHONE	EMAIL
DAR OOTEO	TEMP FENCE RENTALS	832-803-9830	dar.ooteo@rentals.com
Ted Tou	Patriot Contracting, LLC	(832) 746-0934	ted@patriotllc.us
Cristina Gonzalez	Duke Sys	832-512-0638	cgonzalez2@dukesys.com
Donnie Sheppard	NCS	281-757-2626	DSheppard@NCS-TX.com
Blake Hollan	FCC	979-219-3340	blake@fourcountycontracting.com
Trevor Hutcherson	Four County Contracting	281-610-3321	Trevor@fourcountycontracting.com
Alex Urbina	I.C.I. Construction	281-355-5151	bids@iciconstructioninc.com
Scott Greer	SIG Eng	713-816-4156	scottg@sg-civil.com
David Giesy	Johns Manville	(832) 795-7436	David.Giesy@Jm.com
Bradford Houston	LTY Engineers	(832)-888-8871	Bradford.Houston@LTY-Engineers.com

PASADENA ISD CERTIFICATE OF INTERESTED PARTIES – FORM 1295 (2018 Update)

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

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

“Interested Party” means a person:

- a) who has a controlling interest in a business entity with whom Pasadena ISD contracts; or
- b) who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity. TEX. GOV’T CODE § 2252.908(1).

“Business Entity” means an entity recognized by law through which business is conducted, including a sole proprietorship, partnership, or corporation. TEX. GOV’T CODE § 2252.908(3).

“Controlling interest” means:

- a) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- b) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or
- c) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers. *Subsection (c) does not apply to an officer of a publicly held business entity or its wholly owned subsidiaries.* TEX. ETHICS COMM. RULE 46.3(c).

“Intermediary” means a person who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:

- a) receives compensation from the business entity for the person’s participation;
- b) communicates directly with the governmental entity or state agency on behalf of the business entity regarding the contract; and
- c) is not an employee of the business entity. TEX. ETHICS COMM. RULE 46.3(e).

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

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

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

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



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General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Williams Elementary School Replacement
2262 Allen Genoa Rd,
Houston, Texas 77017

THE OWNER:

(Name, legal status and address)

Pasadena Independent School District
1515 Cherrybrook Lane
Pasadena, Texas 77502
(713) 740-4015

THE ARCHITECT:

(Name, legal status and address)

Texas-IBI Group, Inc.
P. O. Box 891209
Houston, Texas 77289

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- 5 **SUBCONTRACTORS**
- 6 **CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**
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- 11 **INSURANCE AND BONDS**
- 12 **UNCOVERING AND CORRECTION OF WORK**
- 13 **MISCELLANEOUS PROVISIONS**

ADDITIONS AND DELETIONS:

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 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

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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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.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and

approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

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

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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



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I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:40:23 ET on 02/15/2023 under Order No. 2114290520 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

SECTION 01 21 00

ALLOWANCES

CONDITIONS OF THE CONTRACT, DIVISION 0 AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Refer to Sections 00 – Procurement and Contracting Requirements and Sections 01 – General Requirements including 01 25 00 – Request for Substitution Procedures.
- B. The following ALLOWANCES shall be included in the Base Proposal. These sums shall be reconciled per Article 3.8 of the General Conditions.

1.2 CONDITIONS

- A. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. These allowances shall cover the net cost of the materials and equipment delivered and unloaded at the site, and all applicable taxes.
 - 01 The Contractor's handling costs on site, labor, installation, overhead, profit and other expenses contemplated for the original allowance shall be included in the Contractor's Base Proposal sum, and not in the allowance.
 - 02 The Contractor shall cause the Work covered by these allowances to be performed for such amounts and by such persons as the Architect may direct, but he will not be required to employ persons against whom he makes reasonable objection.
 - 03 If the cost, when determined, is more than the allowance, the Owner shall have the option of:
 - a. Supplementing funds in one allowance from another allowance to provide adequate funding;
 - b. Adjusting the Contract sum accordingly by Change Order, which will include Contractor's overhead, profit and other expenses resulting to the Contractor.
- B. Unexpended balance of allowance sums shall revert to the Owner in the final settlement Change Order of the Contract.

PART 2 - ALLOWANCES

2.1 ITEMS

- A. Owner Contingency:
Contractor shall include in the Base Proposal the following sums as a contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the Work. Contractor shall proceed with the Work in question only after receiving written directions executed by the Owner and the Architect. Owner will not be obligated to pay the cost of any work performed without prior written authorization. The Contractor's overhead and profit relative to this contingency sum and work performed in accordance herewith, shall be included in the total Base Proposal price, but not included in the contingency sum. Unexpended balance of contingency sums shall revert to the Owner in the final settlement of the Contract.

Additional contingency work to include following Technology upgrades:

- 01 ~~To include options for the owner to update equipment established in the base bid due to discontinuation or evolution of technology products, including the following:~~
 - a. ~~Campus Security Devices~~
 - 1. ~~Video Surveillance Manager and Cameras~~
 - b. ~~Campus A/V Multimedia Devices~~
 - 1. ~~Digital Signage Flat Panel Display Systems~~
 - 2. ~~Menu Board Signage Systems~~
 - 3. ~~Conference Room Interactive promethium boards~~
 - 4. ~~Large Venue Projectors~~
 - c. ~~Intrusion Systems~~
 - d. ~~Access Control~~
 - e. ~~Fire Alarm~~
- 02 ~~Material and Labor Allowances~~
 - a. ~~7 Tons miscellaneous Steel Allowance~~
 - b. ~~Supergraphics Allowance~~
 - c. ~~Graphic Allowance~~
 - d. ~~Emergency Radio DAS System~~

Allow the sum of \$1,625,000.00

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

CONDITIONS OF THE CONTRACT, DIVISION 0 AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope of Work:
- 01 Section includes administrative and procedural requirements for quality assurance and quality control. Testing and Inspection documentation should be generated using the Owner's designated software (Prolog).
 - 02 Testing and inspecting services are required to verify compliance with requirements specified or indicated. Owner will employ and pay for the service of an Independent Testing Laboratory to perform specified testing and laboratory services.
 - a. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - b. Contractor shall cooperate with the Laboratory to facilitate the execution of its required services.
 - c. Contractor shall pay for additional samples and tests required for Contractor's convenience or when initial tests indicate work does not comply with Contract Documents.
 - d. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
 - e. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - f. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- B. Related Work:
- 01 Conditions of the Contract: Inspections and testing required by laws, ordinances, rules, regulations, orders or approvals, or public authorities.
 - 02 Section 01 45 23 – Testing and Inspection Services.
 - 03 Section 01 81 00 – Testing, Adjusting, and Balancing for HVAC.
 - 04 Divisions 02 through 49 Sections for specific test and inspection requirements.

1.2 DEFINITIONS

- A. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.
- 01 Services do not include contract enforcement activities performed by Architect.

- B. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- C. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- D. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- E. Testing Agency: An entity engaged by the Owner to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- F. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
- G. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements necessary for proper execution of the Work; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

- A. Referenced Standards:
 - 01 If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
 - 02 Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels:
 - 01 The quantity or quality level shown or specified shall be the minimum provided or performed.
 - 02 The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
 - 03 To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements.
 - 04 Refer uncertainties to Architect for a decision before proceeding.
- C. Conflicts between the specifications and the construction documents. The most stringent requirement will govern.
- D. Conflicts on specification requirements. The most stringent requirement will govern.

1.4 INFORMATIONAL SUBMITTALS

- A. Review and comply with all provisions of Section 01 33 00 – Submittal Procedures.

- B. Schedule of Tests and Inspections: Prepare in tabular form and include the following, as applicable:
 - 01 Specification Section number and title.
 - 02 Entity responsible for performing tests and inspections.
 - 03 Description of test and inspection.
 - 04 Identification of applicable standards.
 - 05 Identification of test and inspection methods.
 - 06 Number of tests and inspections required.
 - 07 Time schedule or time span for tests and inspections.
 - 08 Requirements for obtaining samples.
 - 09 Unique characteristics of each quality-control service.

- C. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following as applicable:
 - 01 Date of issue.
 - 02 Project title and number.
 - 03 Name, address, and telephone number of testing agency.
 - 04 Dates and locations of samples and tests or inspections.
 - 05 Names of individuals making tests and inspections.
 - 06 Description of the Work and test and inspection method.
 - 07 Identification of product and Specification Section.
 - 08 Complete test or inspection data.
 - 09 Test and inspection results and an interpretation of test results.
 - 10 Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 - 11 Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12 Name and signature of laboratory inspector.
 - 13 Recommendations on retesting and re-inspection.

- D. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 01 Name, address, and telephone number of technical representative making report.
 - 02 Statement on condition of substrates and their acceptability for installation of product.
 - 03 Statement that products at Project site comply with requirements.
 - 04 Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 05 Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 06 Statement whether conditions, products, and installation will affect warranty.
 - 07 Other required items indicated in individual Specification Sections.

1.5 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329, 'Standards of Recommended Practices for Inspection and Testing Agencies for Concrete and Steel as Used in Construction'; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 01 NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
 - 02 NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.6 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
 - 01 Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
 - 02 Costs for retesting and re-inspection of construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

- B. Contractor Responsibilities:
- 01 For tests and inspections performed by the Owner's Testing Laboratories:
- a. Cooperate with Laboratory personnel; provide access to Work and to manufacturer's operations.
 - b. Secure and deliver to the Laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
 - c. Furnish to the Laboratory proposed concrete design mixes, and other material mixes which require evaluation by the Testing Laboratory, a minimum of fourteen (14) days prior to use on the Project.
- 02 Furnish incidental labor and facilities:
- a. To provide access to Work to be tested.
 - b. To obtain and handle samples at the Project site or at the source product to be tested.
 - c. To facilitate inspections and tests.
 - d. For safe storage and curing of test samples.
 - e. Notify Laboratory, PM and Architect sufficiently in advance of operations to allow for Laboratory assignment of personnel and scheduling of tests.
 - f. When test or inspections cannot be performed after such notice, reimburse Laboratory for personnel and travel expenses incurred due to Contractor's negligence.
 - g. Make arrangements with Laboratory and pay for additional samples, tests, or inspections as required for the Contractor's convenience.
 - h. Make arrangements with Laboratory and pay for additional samples and tests required when initial test indicate non-compliance with Contract Documents, including load test.
- 03 Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
- a. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 - b. Retain first subparagraph below if some Specification Sections require an independent testing agency to perform certain tests and inspections.
 - c. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - d. Retain first subparagraph below to assure validity of agencies' reports.
 - e. Notify testing agencies at least twenty-four (24) hours in advance of time when Work that requires testing or inspecting will be performed.
 - f. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
- 04 Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

- C. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in 1.4 Informational Submittal above.
- D. **Manufacturer's Technical Services:** Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in pre-installation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. **Retesting / Re-inspection:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspection, for construction that replaced Work that failed to comply with the Contract Documents.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - 01 Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
 - 01 **Distribution:** Distribute schedule to Owner, PM, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Prepare a record of tests and inspections. Include the following:
 - 01 Date test or inspection was conducted.
 - 02 Description of the Work tested or inspected.
 - 03 Date test or inspection results were transmitted to Architect.
 - 04 Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 01 Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes.
 - 02 Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 - 03 Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution".
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility regardless of the assignment of responsibility for quality-control services.

END OF SECTION

**SECTION 12 21 23
ELECTRICAL ROLLER SHADES**

CONDITIONS OF THE CONTRACT, DIVISION 0 AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 GENERAL

1.1 DESCRIPTION

- A. Refer to Section 00 – Procurement and Contracting Requirements and Division 1 – General Requirements including Section 012500 – Request for Substitution Procedures.
- B. Scope of Work: Provide electrical roller shades at exterior windows in the cafeteria/Dining and areas identified in drawings.
- C. Related Work:
 - 01 Section 04 20 00 – Unit Masonry
 - 02 Section 09 21 16 – Gypsum Board Assemblies
 - 03 Section 09 91 00 – Painting and Re-Painting
 - 04 Section 12 21 13 – Horizontal Louver Blinds
 - 05 Division 26 – Electrical

1.2 SUBMITTALS

- A. Provide all submittals in accordance with Section 01 33 00 – Submittal Procedures.
- B. Manufacturer's data sheets on each product to be used, including:
 - 01 Preparation instructions and recommendations.
 - 02 Styles, material descriptions, dimensions of individual components, profiles, features, finishes and operating instructions.
 - 03 Storage and handling requirements and recommendations.
 - 04 Mounting details and installation methods.
 - 05 Typical wiring diagrams including integration of motor controllers with building management system, audiovisual and lighting control systems as applicable.
- C. Shop Drawings: Plans, elevations, sections, product details, installation details, operational clearances, wiring diagrams and relationship to adjacent work.
 - 01 Prepare Shop Drawings on Revit format using base sheets provided electronically by the Architect.
- D. Window Treatment Schedule: For all roller shades. Use same room designations as indicated on the Drawings and include opening sizes and key to typical mounting details.
- E. Selection Samples: For each finish product specified, one set of shade cloth options and aluminum finish color samples representing manufacturer's full range of available colors and patterns.
- F. Verification Samples: For each finish product specified, one complete set of shade components, unassembled, demonstrating compliance with specified requirements. Shadecloth sample and aluminum finish sample as selected. Mark face of material to indicate interior faces.

- G. Maintenance Data: Methods for maintaining roller shades, precautions regarding cleaning materials and methods, instructions for operating hardware and controls.

1.3 REFERENCES

- A. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- B. NFPA 70 - National Electrical Code.
- C. NFPA 701 - Fire Tests for Flame-Resistant Textiles and Films.

1.4 WARRANTY

- A. Roller Shade Hardware: Manufacturer's standard non-depreciating twenty-five (25) year limited warranty.
- B. Standard Shadecloth: Manufacturer's standard twenty-five (25) year warranty.
- C. Roller Shade Motors and Motor Control Systems: Manufacturer's standard non-depreciating five (5) year warranty.
- D. Roller Shade Installation: One year from date of Substantial Completion, not including scaffolding, lifts or other means to reach inaccessible areas.

1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Obtain roller shades through one source from a single manufacturer with a minimum of twenty (20) years' experience in manufacturing products comparable to those specified in this section.
- B. Installer Qualifications: Installer trained and certified by the manufacturer with a minimum of ten (10) years' experience in installing products comparable to those specified in this section.
- C. Fire-Test-Response Characteristics: Passes NFPA 701 small and large-scale vertical burn. Materials tested shall be identical to products proposed for use.
- D. Electrical Components: NFPA Article 100 listed and labeled by either UL or ETL or other testing agency acceptable to authorities having jurisdiction, marked for intended use, and tested as a system. Individual testing of components will not be acceptable in lieu of system testing.
- E. Anti-Microbial Characteristics: 'No Growth' per ASTM G 21 results for fungi ATCC9642, ATCC9644 and ATCC9645.
- F. Requirements for electronic hardware, controls and switches:
 - 01 Roller shade hardware, shade fabric, EDU and all related controls to be furnished and installed as a complete two-way communicating system and assembly.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver shades in factory-labeled packages, marked with manufacturer and product name, fire-test-response characteristics, and location of installation using same room designations indicated on Drawings and in the Window Treatment Schedule.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Install roller shades after finish work including painting is complete and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
- B. Power and control wiring shall be complete and certified, fully operational with uninterrupted communication on the lines.
 - 01 485, ICON, Lonmark and Day Contact network.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. MechoShade Systems, Inc. – (Basis of design)
- B. Hunter Douglas, Inc
- C. Levolor Lorentzen, Inc.
- D. Springs Window Fashions LLC

2.2 INTELLIGENT ENCODED ELECTRONIC DRIVE SYSTEM

- A. Electronic Drive Unit (EDU):
 - 01 Intelligent Encoded EDU, and Control System: Tubular, asynchronous (non-synchronous) EDU's, with built-in reversible capacitor operating at 120VAC/60Hz, (230VAC/50Hz) single phase, temperature Class B, thermally protected, totally enclosed, maintenance free with line voltage power supply equipped with locking disconnect plug assembly furnished with each EDU.
 - 02 Quiet [42 – 46 db] (within 3 feet open air).
 - 03 Conceal EDU's inside shade roller tube.
 - 04 Maximum current draw for each shade EDU of 0.9Amps at 120VAC.
 - 05 Use EDU's rated at the same nominal speed for all shades in the same room.
 - 06 Use EDU's with minimum of 34RPM, that shall not vary due to load / lift capacity.
 - 07 Total hanging weight of shade band shall not exceed 80 percent of the rated lifting capacity of the shade EDU and tube assembly.
- B. EDU System: (software, two-way communication): Specifications and design are based on the Intelligent EDU Control System, WhisperShade®IQ® System) as manufactured by MechoSystems. Other systems may be acceptable providing all of the following performance capabilities are provided. EDU and control systems not in complete compliance with these performance criteria shall not be accepted as equal systems.
 - 01 EDU shall support two methods of control.
 - a. Local Dry Contact Control Inputs:
 - 1. EDU shall be equipped with dry contact inputs to support moving the EDU/shade to the upper and lower limits.
 - 2. EDU shall be equipped with dry contact inputs to support moving the EDU/shade to local switch preset positions.
 - 3. Shall support configuring the EDU under protected sequences so that a typical user would not change the EDU's

- setup. At a minimum the configuration should include setting limits, setting custom presets and configuring key modes of operation.
- b. Network Control:
 - 1. EDU shall be equipped with a bi-directional network communication capability in order to support commanding the operation of large groups of shades over a common backbone. The network communication card shall be embedded into the tubular EDU assembly.
- 02 Upper and lower stopping points (operating limits) of shade bands shall be programmed into EDU's using either a hand held removable program module / configurator or a local switch.
- 03 Alignment Positions: Each EDU shall support a minimum of 133 repeatable and precisely aligned shade positions (including limits and presets).
- a. All shades on the same switch circuit or with the same network group address with the same opening height shall align at each limit or preset (intermediate stopping position) when traveling from any position, up or down.
 - b. Shades of differing heights shall have capability for custom, aligned intermediate stop positions when traveling from any position, up or down.
 - c. Alignment of shades mechanically aligned on the same EDU shall not exceed +/- 0.125 inches (3.175mm) when commanded to the same alignment position.
 - d. Alignment of shades on adjacent EDU's shall not exceed +/- 0.25" inches (6.35mm) when commanded to the same alignment position.
 - e. Local Switch Presets: A minimum of 3 customizable preset positions shall be accessible over the local dry contact control inputs and over the network connection.
 - 1. Upon setting the limits for the shade EDU these preset positions shall automatically default to 25%, 50% and 57% of the shade travel.
 - 2. These positions shall be capable of being customized to any position between and including the upper and lower limits of the shade. A removable program module / configurator or local switch shall be capable of customizing the position of these presets.
 - f. Network Presets: A minimum of 29 customizable preset positions (including the 3 local switch presets) shall be accessible via network commands.
 - 1. Upon setting the limits for the shade EDU these preset positions shall automatically default to the lower limit unless customized elsewhere.
 - 2. These positions shall be capable of being customized to any position between and including the upper and lower limits of the shade. A removable program module / configurator shall be capable of customizing the position of these presets.
- 04 Network Control:
- a. The system shall have the capability of two-way digital communication with the EDU's over a common backbone.

- b. Each EDU shall possess 8 addresses capable of being employed for various levels of group control. These addresses shall be configurable via a handheld configurator and/or a PC controller. A 9th unique address shall enable the EDU(s) to be independently controlled and configured over the network via a handheld configurator and/or a PC controller.
- c. Low Voltage Communication Network Implementation.
 - 1. The low voltage network shall employ a bus topology with daisy chained network connections between nodes over a CAT5 cable (4 UTP) or over a 2 UTP cable employing at least 1 pair at 16 AWG for power and 1 pair at 22 AWG for data.
 - 2. The low voltage network (+/- 13VDC) shall be powered by the nodes attached to it. These nodes could be line voltage powered EDU's attached to 120 VAC or 230 VAC. Alternatively, low voltage nodes shall be powered typically by a centralized low voltage power supply. If a CAT5 network cable is employed and the node draws less than 1W then the node may be powered by DC power supplied by an associated line voltage EDU.
 - 3. Network Capacity: 4000 ft max, 250 nodes max
 - a) The number and size of a centralized DC supply shall vary depending upon the network requirements.

05 Operating Modes:

- a. Uniform or Normal Modes of Operation:
 - 1. Uniform mode shall allow for shades to only move to defined intermediate stop positions to maintain maximum uniformity and organization.
 - 2. Normal Mode shall allow for shades to move to both intermediate stop positions, plus any position desired between the upper and lower limits as set by the installer.

06 Wall Switches:

- a. Conference Center: Shades shall be operated by, 5, 7, or 10-button low voltage standard switches, or programmable intelligent switches [IS]. Standard switch shall be wired to a bus interface and the bus interface will be programmed to transmit an address for the local switch.
- b. Intelligent switches may be installed anywhere on the bus line. Each IS shall be capable of storing one control level address to be broadcast along the bus line.
- c. An address that is transmitted by either a switch or central controller shall be responded to by those EDU's with the same address in their control table.
- d. IS shall provide for interface with other low voltage input devices via a set of dry contact terminals located on the switch.
- e. Standard switch or IS may control an individual, sub-group or group of EDU's in accordance with the address in each EDU.

2.3 SHADE BAND

- A. Shade Bands: Construction of shade band includes the fabric, the hem weight, hem-pocket, shade roller tube, and the attachment of the shade band to the roller tube. Sewn hems and open hem pockets are not acceptable.
 - 01 Hem Pockets and Hem Weights: Fabric hem pocket with RF-welded seams (including welded ends) and concealed hem weights. Hem weights shall be of appropriate size and weight for shade band. Hem weight shall be continuous inside a sealed hem pocket. Hem pocket construction and hem weights shall be similar, for all shades within one room.
 - 02 Shade Band and Shade Roller Attachment:
 - a. Use extruded aluminum shade roller tube of a diameter and wall thickness required to support shade fabric without excessive deflection. Roller tubes less than 1.55 inch (39.37 mm) in diameter for manual shades, and less than 2.55 inches (64.77 mm) for motorize shades are not acceptable.
 - b. Provide for positive mechanical engagement with drive / brake mechanism.
 - c. Provide for positive mechanical attachment of shade band to roller tube; shade band shall be made removable / replaceable with a “snap-on”, “snap-off” spline mounting, without having to remove shade roller from shade brackets.
 - d. Mounting spline shall not require use of adhesives, adhesive tapes, staples, and/or rivets.
 - e. Any method of attaching shade band to roller tube that requires the use of: adhesive, adhesive tapes, staples, and/or rivets are not acceptable.

2.4 SHADE FABRICATION

- A. Fabricate units to completely fill existing openings from head to sill and jamb-to-jamb, unless specifically indicated otherwise.
- B. Fabricate shadecloth to hang flat without buckling or distortion. Fabricate with heat-sealed trimmed edges to hang straight without curling or raveling. Fabricate unguided shadecloth to roll true and straight without shifting sideways more than 1/8 inch (3.18 mm) in either direction per 8 feet (2438 mm) of shade height due to warp distortion or weave design. Fabricate hem as follows:
 - 01 Standard concealed hem bar.
- C. Provide battens in standard shades as required to assure proper tracking and uniform rolling of the shadebands. Contractor shall be responsible for assuring the width-to-height (W:H) ratios shall not exceed manufacturer's standards or, in absence of such standards, shall be responsible for establishing appropriate standards to assure proper tracking and rolling of the shadecloth within specified standards. Battens shall be roll-formed stainless steel or tempered steel, as required.
- D. For railroaded shadebands, provide seams in railroaded multi-width shadebands as required to meet size requirements and in accordance with seam alignment as acceptable to Architect. Seams shall be properly located. Furnish battens in place of plain seams when the width, height, or weight of the shade exceeds manufacturer's standards. In absence of such standards, assure proper use of seams or battens as required to, and assure the proper tracking of the railroaded multi-width shadebands.
- E. Provide battens for railroaded shades when width-to-height (W:H) ratios meet or exceed manufacturer's standards. In absence of manufacturer's standards, be responsible for proper use and placement of battens to assure proper tracking and roll of shadebands.

- F. Blackout shadebands, when used in side channels, shall have horizontally mounted, roll-formed stainless steel or tempered-steel battens not more than 3 feet (115 mm) on center extending fully into the side channels. Battens shall be concealed in an integrally-colored fabric to match the inside and outside colors of the shadeband, in accordance with manufacturer's published standards for spacing and requirements.
 - 01 Battens shall be roll formed of stainless steel or tempered steel and concave to match the contour of the roller tube.
 - 02 Batten pockets shall be self-colored fabric front and back RF welded into the shadecloth. A self-color opaque liner shall be provided front and back to eliminate any see through of the batten pocket that shall not exceed 1-1/2 inches (38.1 mm) high and be totally opaque. A see-through moire effect, which occurs with multiple layers of transparent fabrics, shall not be acceptable.

2.5 COMPONENTS

- A. Access and Material Requirements:
 - 01 Provide shade hardware allowing for the removal of shade roller tube from brackets without removing hardware from opening and without requiring end or center supports to be removed.
 - 02 Provide shade hardware that allows for removal and re-mounting of the shade bands without having to remove the shade tube, drive or operating support brackets.
 - 03 Use only Delrin engineered plastics by DuPont for all plastic components of shade hardware. Styrene based plastics, and /or polyester, or reinforced polyester will not be acceptable.
- B. Control System:
 - 01 Adjustment-free continuous qualified #10 Stainless Steel Ball Chain (90-lb. test) and pulley clutch operating system allows precise control and ensures a uniform look. Clutch will develop no more than ½ pound drag for easy of lifting. Glass reinforced polyester thermopolymer (PBT) plastic components conform to Military Specification MIL M-24519 and designed for smooth, trouble-free operation.
- C. Motorized Shade Hardware and Shade Brackets:
 - 01 Provide shade hardware constructed of minimum 1/8-inch (3.18 mm) thick plated steel, or heavier, thicker, as required to support 150 percent of the full weight of each shade. Plastic components without use of steel angle construction do not meet the intent of this specification and shall not be accepted.
 - 02 Provide shade hardware system that allows for field adjustment of EDU or replacement of any operable hardware component without requiring removal of brackets, regardless of mounting position (inside, or outside mount).
 - 03 Provide shade hardware system that allows for operation of multiple shade bands offset by a maximum of 8-45 degrees from the EDU axis between shade bands (4-22.5 degrees) on each side of the radial line, by a single shade EDU (multi-banded shade, subject to manufacturer's design criteria).
 - 04 All bands within a single EDU group shall be aligned within 1/4 inch (6 mm).

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.

- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. Clean surfaces thoroughly prior to installation.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 TURN-KEY SINGLE-SOURCE RESPONSIBILITY FOR INTERIOR ROLLER

SHADES: To control the responsibility for performance of the electric roller shade system; assign the design, engineering, and installation of electronic drive roller shade control system, shades, addressable controls, communication interfaces, and any required sensors, switches and low voltage control wiring specified in this Section to the manufacturer of the shade and control system. The Architect will not produce a set of electrical drawings for the installation of control wiring for the electric roller shade control system.

- A. General Contractor Responsibilities:
 - 01 Provide power panels and circuits of sufficient size to accommodate roller shade manufacturer's requirements, as indicated on the mechanical and electrical drawings and manufacturer's shop drawings.
 - 02 Coordinate with requirements of subcontractor for this section before inaccessible areas are constructed.
 - 03 Coordinate requirements of ALSCS before inaccessible areas are constructed.
 - 04 Provide conduit with pull wire in all areas, which might not be accessible to ALSCS due to building design, equipment location or schedule:
 - 05 Coordinate with the main building electrical subcontractor to provide duplex 120 VAC power receptacle in Electric closet for floor/riser Communication Gateways.
 - 06 Verify that wiring conditions, which have been previously installed under other sections or at a previous time, are acceptable for product installation in accordance with manufacturer's instructions.
 - 07 Comply with manufacturer's product data, including shop drawings, technical bulletins, product catalog installation instructions, and product carton instructions for installation.
 - 08 Protect installed product and finished surfaces from damage during all phases of installation including preparation, testing, and cleanup.
 - 09 Be responsible for all other required electrical work including but not limited to roof penetrations, conduits, fireproofing, etc.
 - 10 Provide conduit with pull wire in all areas, which might not be accessible to subcontractor due to building design, equipment location or schedule.
- B. Window Covering Subcontractor (WC) Responsibilities:
 - 01 Shade Control Subcontractor shall furnish and install shade controllers, interfaces, splitters, coupler, sensors, switches, junction boxes, etc mounted in the ceiling in an accessible location. Locations for all visible devices to be coordinated with Architect. The shade control subcontractor shall inspect all material included in this contract prior to installation. Manufacturer shall be notified of unacceptable material prior to installation.
 - 02 Line Voltage Wiring:
 - a. WC to ROLLER SHADE EDU: The WC shall furnish and install power connection between Shade control system and EDU, and shall be capable of providing single line voltage wire pull for each EDU.

- C. Shade Power Wiring (WC)
 - 01 Shall furnish and install line voltage Cable from roller shade motor into line voltage side of control system.
 - 02 Shall wire from General Contractor, provided, power junction box to each motor on the shade network.
 - 03 Shall furnish and install a disconnect plug at the end of the power wiring run to each EDU. The disconnect plug must mate with a matching disconnect plug on the motor cable. EDU cable disconnect plug must be prefabricated by the manufacturer to meet UL and ETL systems requirements.
- D. Integration with Third Party Systems:
 - 01 Main Contractor shall coordinate and provide for others to furnish, install or program any interfaces or wiring to integrate 3rd party systems to the roller shade control system as specified herein. Integration to shade control network can be accomplished locally through dry contact closures, or RS-232.

3.4 INSTALLATION.

- A. Install roller shades level, plumb, square, and true according to manufacturer's written instructions, and located so shade band is not closer than 2 inches (50 mm) to interior face of glass. Allow proper clearances for window operation hardware.
- B. Adjust and balance roller shades to operate smoothly, easily, safely, and free from binding or malfunction throughout entire operational range.
- C. Clean roller shade surfaces after installation, according to manufacturer's written instructions.
- D. Engage Installer to train Owner's maintenance personnel to adjust, operate and maintain roller shade systems.

3.5 PROTECTION

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION

SECTION 12 93 43

SITE FURNISHINGS (Allowance)

CONDITIONS OF THE CONTRACT, DIVISION 0 AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Refer to Sections 00 – Procurement and Contracting Requirements and Division 1 – General Requirements including Section 012500 – Request for Substitution Procedures.
- B. Scope of Work:
 - 01 Provide bike racks as indicated on the Drawings.
 - 02 Shade structure at courtyard
- C. Related Work:
 - 01 Section 03 30 00 – Cast-In-Place Concrete

1.2 SUBMITTALS

- A. Review and comply with all provisions of Section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer’s literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements.
- C. Shop Drawings: Submit complete Shop Drawings consisting of design, fabrication and erection / installation of proposed assemblies.
 - 01 Show profiles, sizes, spacing and locations of assembled components.
 - 02 Show details of shop fabrications, connections and details.
 - 03 Show details of field fabrications, connections and details.
- D. Installation Instructions: Submit manufacturer’s complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
 - 01 Installation details submitted for review shall be specific to the Work of this Contract and accurately depict interface within the assembly(s) indicated on the Drawings.
 - 02 Generic details that do not depict actual conditions shall not be acceptable.
- E. Maintenance Instructions: Submit manufacturer’s complete maintenance instructions and recommendations for all products and / or assemblies proposed to be furnished.
 - 01 Include recommended cleaning products and instructions for use.
 - 02 Where applicable, provide recommended maintenance schedules and procedures.
- F. Color / Finish Samples:
 - 01 Provide two (2) samples of each finish for selection by the Architect.
 - 02 Finish samples shall be provided of / on actual material; paper or digital samples shall not be accepted.
 - 03 Minimum size shall be 2” x 2” but must be large enough to convey attributes of the proposed product.

PART 2 - PRODUCTS

2.1 BIKE RACK MANUFACTURER

- A. Design of bike racks is based on products manufactured by Creative Pipe, Inc.
- B. The following casework manufacturers are acceptable provide all proposed materials and products meet or exceed all specified requirements.
 - 01 Huntco Supply
 - 02 Wagner

2.2 BIKE RACKS

- A. Design of bike racks is based on Creative Pipe Inc. Thunderbolt model TB11 –LB Series 11 bike capacity.
- B. Fabrication:
 - 01 Fabricate from 1-5/8” schedule 40 pipe.
 - 02 Finish: hot dipped galvanized
 - 03 Radius bends: 6”
 - 04 Mounting: embedded in concrete.

2.3 SHADE STRUCTURES

- A. Manufacturers
 - 01 Game Time-GT Shade. (Basis of Design)
 - 02 Little Tikes
 - 03 Miracle
 - 04 Recreation Creations, Inc.
 - 05 BigToys
 - 06 Columbia Cascade
- B. Materials
 - 01 Outdoor Play Area Equipment Shade Structure
 - 02 :Shade structure shall be Game Time Hyperbolic Sail Model number QRM465 similar custom size of finished shade structure to be 35’ X 35’ approximately, coordinate with concrete seating and walkways as shown on plans; or general equivalent by another acceptable manufacturer.
 - 03 Overall Shade structure size shall be 35’-0” x 335’-0” X 12’-0”eave ht.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install at locations as shown on the Drawings or as directed by Architect.
 - 01 Prior to installation, coordinate with Architect to confirm all locations.
- B. Bike rack(s) shall be embedded into concrete with a minimum 12” diameter x 16” deep concrete footing.
 - 01 Footing may be integral with and include concrete flatwork.
 - 02 Provide temporary supports as required to maintain position and plumbness of bike rack.
- C. Where furnishings are installed directly on grade, provide finish grading as required for furnishings to be level.

- D. Where furnishings are installed directly on concrete flatwork, provide anchoring hardware recommended by the manufacturer to provide secure attachment to the concrete.

END OF SECTION

SECTION 32 18 16

SYNTHETIC GRASS SURFACING (ALLOWANCE)

CONDITIONS OF THE CONTRACT, DIVISION 0 AND DIVISION 1 APPLY TO THIS SECTION.

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Refer to Sections 00 – Procurement and Contracting Requirements and Division 1 – General Requirements including Section 012500 – Request for Substitution Procedures.
- B. Scope of Work:
 - 01 Section includes synthetic grass surfacing as indicated for artificial surfacing at the courtyards as indicated on Drawings.
- C. Related Work:
 - 01 Section 02 32 00 – Geotechnical Report
 - 02 Section 03 30 00 – Cast-In-Place Concrete
 - 03 Section 32 13 13 – Concrete Paving

1.2 SUBMITTALS

- A. Review and comply with all provisions of section 01 33 00 – Submittal Procedures.
- B. Product Data: Submit manufacturer's literature, product data, certifications and supporting information for all products proposed to be furnished, as necessary to demonstrate compliance with the specified requirements. Include sources for component materials.
- C. Shop Drawings: Submit complete shop drawings consisting of design, fabrication, and installation of proposed assemblies.
- D. Material Certificates: Signed by manufacturer, certifying the materials and system proposed for the project comply with the specified performance criteria.
- E. Installation Instructions: Submit manufacturer's complete installation instructions, including fastening, for all products and / or assemblies proposed to be furnished.
- F. Maintenance Instructions: Submit manufacturer's complete maintenance instructions and recommendations for all products and / or assemblies proposed to be furnished.
 - 01 Include recommended cleaning products and instructions for use.
- G. Color / Finish Samples
 - 01 18 inch by 18 inch samples showing details of finished installation. Include an example of a field joined seam between adjacent rolls and outside edge attachment.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Firm specializing in the manufacturing of synthetic grass surfacing for a minimum of five years and who has completed work similar in design and extent to that required for the project, in not less than 15 synthetic grass dog runs in the last three years and whose work has resulted in construction with a record of successful in-service performance.
- B. Installer Qualifications: Firm experienced in the installation of synthetic grass dog runs, who is certified by the synthetic grass manufacturer to install their materials, who has successfully installed work similar in design and extent to that required for the project, in not less than 10 projects of similar scope, to the satisfaction of the Architect, in the last three years, who employs trained workmen that are experienced in the installation of the synthetic grass system proposed for the project, and whose work has resulted in construction with a record of successful in-service performance.
- C. Single-Source Responsibility: Obtain synthetic grass surfacing system materials, including drainage mat, adhesives and seaming materials, from a single manufacturer regularly engaged in manufacturing the materials.
- D. Pre-installation Conference: Prior to the start of the synthetic grass surface system work, coordinate a conference, to be held at the Site, in accordance with Section 01 31 00, Project Management and Coordination, to review the construction schedule, availability of materials, installer's personnel qualifications and experience, equipment and facilities needed to make progress and avoid delays, installation procedures, testing, inspection, and certification procedures, and coordination with other work.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the site in original, unopened containers, wrapping, or packaging, with manufacturer's labels intact, identifying project, material, and production run or lot number for fabric roll.
- B. Immediately following delivery, inspect materials and components for damaged or defective items, including materials that are not uniform in color, out of tolerance regarding edge alignment and minimum pile height. Materials that are found to be damaged or defective shall be replaced at no additional cost to the Owner.
- C. Store materials in a secure, dry, well-ventilated location where protected from weather, exposure to UV, soil, dust, moisture and other contaminants. Store fabric rolls horizontally, on a flat surface.
- D. Handle according to manufacturer's recommendations to prevent damage, deterioration, distortion, or soiling.

1.5 PROJECT CONDITIONS

- A. Environmental Limitations:
 - 01 Do not install synthetic grass surfacing materials when:
 - a. Substrate surfaces/materials are wet, excessively damp, or have standing water.
 - b. Rain is imminent or forecast within 48 hours following proposed time of installation.
 - c. Weather conditions, or forecasted conditions, in the opinion of the installer or manufacturer's representative, will have an adverse effect on the installation.

- d. Humidity levels are outside of the limits recommended by adhesive manufacturer.
- 02 Install synthetic grass surfacing materials only when:
 - a. Material surface temperatures, including aggregate base materials, are above 45 degrees F, and anticipated to remain above 45 degrees F for not less than 48 hours following installation.
 - b. Ambient air temperature is 50 degrees F and rising, but not more than 95 degrees F, and forecast to remain above 50 degrees F for not less than 48 hours following installation.
 - 1) Ambient air temperatures shall be taken in the shade, away from artificial heat sources, such as exposed pavement and stone aggregate fill.

1.6 EXTRA MATERIALS

- A. Furnish extra materials described below that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 01 Synthetic Grass Surfacing System Fabric: For repairs and/or replacement of areas displaying excessive wear.
 - a. 100 sq ft of fabric, 15 ft wide roll.

1.7 WARRANTY

- A. Warranty: Submit a written warranty for the synthetic grass surfacing system agreeing to repair or replace materials and components of the synthetic grass surfacing system that develop defects in materials or workmanship within the specified warranty period and any other deterioration of the surfacing system or evidence of failure to meet performance requirements. Defects include the following:
 - 01 Excessive Fading: Defined as the synthetic grass surfacing system shall remain a uniform color, without a change in appearance that is perceptible and objectionable, as determined by the Architect, when viewed visually in comparison with the original samples.
 - 02 Ultraviolet (UV) and heat degradation.
 - 03 Excessive Wear: Defined as the synthetic grass surfacing system pile height shall not decrease by more than 10 percent each year, or more than 50 percent within the specified warranty period beyond that attributable to normal use.
 - 04 Tuft bind loss.
 - 05 Fabric delamination
 - 06 Loss of backing integrity.
 - 07 Seam and edge raveling.
 - 08 Perimeter attachments.
 - 09 Distortion, either vertically or horizontally, due to dimensional instability.
- B. Warranty Period: 15 years from the date of Substantial Completion.
- C. The warranty shall include that if the synthetic grass surfacing system is determined to no longer be serviceable within the specified warranty period, the manufacturer and installer shall, at no cost to the Owner, remove and replace those areas of the surfacing system not meeting the specified performance criteria for pile height and impact/shock absorption.
- D. The warranty shall not be limited by the amount of use and shall not be prorated.
- E. Provide warranty signed by the Contractor, surfacing system manufacturer, and installer.

- F. The above warranties are in addition to, and not a limitation of, other rights the Owner may under the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers and Systems: Subject to compliance with requirements, provide one of the following:
- 01 Turf System
 - a. SYNLawN Play Premium, SYNLAWN, 2680 Abutment Road, SE, Dalton, GA 30721. Phone: (866) 796-5296. (Basis of Design)
 - b. Or Approved equivalent
 - 02 Infill
 - a. Envirofil high performance Infill by US Greentech

2.2 MATERIALS

- A. The synthetic grass surfacing system shall comply with the following:
- 01 Fall Rating: 10'-0".
 - 02 Linear Density: Not less than 5,040 Denier; ASTM D 1557.
 - 03 Pile Weight: Total pile weight 80 oz/sq yd; ASTM D 5848.
 - 04 Primary Backing Weight: 8 oz/sq yd; ASTM D 5848.
 - 05 Secondary Backing Weight: Average 20 oz/sq yd; ASTM D 5848.
 - 06 Total Weight: 104 oz/sq yd; ASTM D 5848.
 - 07 Tuft Bind: Not less than 8 lbs; ASTM D 1335.
 - 08 Flame Resistance: Pass; ASTM D 2859.
 - 09 Drainage Through Fabric: Not less than 30 inches per hour; ASTM F 1551.
 - 10 Lead Content: Comply with ASTM F 2765 for maximum lead content. Meet all federal and state heavy metal compliance standards.
 - 11 Yarn:
 - a. Field: Polyethylene with HeatBlock.
 - b. Trim: Texturized Polypropylene.
 - 12 Yarn Length:
 - a. Field: 1-1/2 inches long, nominal.
 - b. Trim: 1-1/4 inch long, nominal, +/- 15 percent.
 - 13 Color:
 - a. Field: Green Lime.
 - b. Trim: Tan.
- B. Accessories:
- 01 Perimeter Board: Wood and plastic composite materials made from reclaimed wood fibers and reclaimed or recycled thermoplastic polymer plastic material.
 - 02 Foam Pad: Recycled closed cell polyethylene foam pad with drainage channels on the bottom of the pad. Density of pad as recommended by synthetic grass manufacturer.
 - a. ThermaGreen
 - b. Or other as recommended by grass surfacing manufacturer.
 - 03 Infill: infill for synthetic turf system to be non-toxic, reusable with anti-microbial protection.
 - a. Materials: Silicon Dioxide, Pigment and Acrylic
 - b. Roundness: krumbien shaped meeting ISO1 3503-2/API RP19C
 - c. Non-Flammable to meet ASTM E648
 - d. Anti-microbial Protection

04 Provide all additional materials, equipment and accessories necessary for a complete installation as recommended by the manufacturer. Included are all perimeter fasteners, backings, tools, labor, equipment, and means for protection of adjacent surfaces and materials.

C. Fabrication:

01 Fabric Rolls: Fabricate synthetic grass fabric in strips, 15 ft wide by length required to extend completely across the grass surfacing area, without intermediate cross seams.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine area to receive synthetic grass surfacing system, with installer present, for compliance with manufacturer's requirements and other conditions affecting performance.

01 Verify the finish elevations, slopes, and planarity of the base comply with requirements of the Project and surfacing system manufacturer.

02 Record findings, prepare a written report, signed by Contractor and installer, and submit copies of report to the Architect and the Owner.

B. Proceed with installation only after unsatisfactory conditions have been corrected. Commencement of installation shall indicate acceptance of existing conditions.

C. Install at locations shown on the drawings.

01 Install at the main courtyard as part of Alternate.

3.2 PREPARATION

A. Thoroughly clean the area to receive the synthetic grass system of foreign material and all other substances and materials that may be detrimental to permeability and/or installation of the synthetic grass system.

3.3 INSTALLATION

A. General: All work shall be performed by skilled workmen, who are experienced and trained by the manufacturer in the installation of the synthetic grass system. Work shall be performed in accordance with the Drawings, reviewed shop drawings, and manufacturer's written installation instructions.

B. Synthetic grass surfacing fabric rolls shall be unrolled and allowed to relax prior to installation.

C. Install synthetic turf over 4" min layer of crushed aggregate as recommended by manufacturer to provide drainage and fall protection requirements.

D. Fabric Roll Installation:

01 Install perimeter boards as recommended by the surfacing system manufacturer, including board attachment fasteners.

02 Attach the foam pad to the perimeter boards with glue as recommended by the surfacing system manufacturer.

03 Synthetic grass surfacing fabric rolls shall be installed across entire width of area, parallel to long dimension, or as directed by the Architect.

a. Rolls shall extend from edge to edge. Cross seams are not allowed.

- b. Rolls shall be rolled out in same direction and installed with uniform pile direction of fibers.
 - c. Rolls shall be laid straight and true to line. Adjacent rolls, when laid together, shall form a tight-fitting seam for the entire length of the fabric. Fitted pieces are not allowed.
 - 04 Spot glue the surfacing fabric to the foam pad as recommended by the surfacing system manufacturer.
- E. Seaming of Fabric:
 - 01 Seams in the synthetic grass fabric rolls shall be glued together with seaming cloth, utilizing the manufacturer's standard seaming procedures and materials, ensuring that each roll is properly attached to the next.
 - a. Seams shall be flat, tight, and permanent, with no separation or fraying.
 - b. Seams, when completed, shall display no visible signs of joining, with fibers brushed to provide full coverage of fibers over the seam.

3.4 CLEANING AND PROTECTION

- A. The installer shall keep the site clean and clear of debris throughout the project. Waste materials, including excess materials remaining after completion of the Work, shall be removed, and legally disposed of offsite.
- B. Installer shall provide all labor, supplies, and equipment required to completely remove stains and other blemishes from all finished surfaces.
- C. Provide protection over installed synthetic grass surfacing systems, including closing the area to traffic, as required to ensure installed system will be free of damage at time of Substantial Completion.

3.5 INSPECTION

- A. Inspection: After installation is complete, the synthetic grass surfacing system installer, synthetic grass surfacing system manufacturer's representative, and Architect shall inspect the installation. Any corrections shall be noted in a written report and completed prior to Substantial Completion.

3.6 DEMONSTRATION AND TRAINING

- A. Train Owner's staff regarding maintenance and repair/replacement of the synthetic grass surfacing system, and maintenance. Training dates and times shall be coordinated by the Owner.
- B. All training shall be completed prior to Substantial Completion of the project.

END OF SECTION

NOTE:
ALL EXTERIOR WINDOWS, CURTAIN
WALLS, STOREFRONTS TO MEET
MINIMUM U-FACTOR AND SHGC 0.22.

AREA 'A2' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
A202-A	2 1/4"	7 1/4"	6-E	ALUM.	-		A202-A
A202-B	2 1/4"	7 1/4"	6-E	ALUM.	-		A202-B
A202-C	2 1/4"	7 1/4"	5-E	ALUM.	-		A202-C
A202-D	2 1/4"	7 1/4"	5-E	ALUM.	-		A202-D
A202-E	2 1/4"	7 1/4"	5-E	ALUM.	-		A202-E
A202-F	2 1/4"	7 1/4"	5-E	ALUM.	-		A202-F
A203-A	2"	6"	17	H.M.	-		A203-A
A203-B	2"	6"	18	H.M.	-		A203-B
A203-C	2"	6"	19	H.M.	-		A203-C
A203-D	2"	6"	20	H.M.	-		A203-D
A203-E	2"	6"	22	H.M.	-		A203-E
A203-F	2"	6"	21	H.M.	-		A203-F
A203-G	2"	6"	22	H.M.	-		A203-G
A203-H	2"	6"	22	H.M.	-		A203-H
A207-A	2 1/4"	7 1/4"	5-E	ALUM.	-		A207-A
A208-A	2 1/4"	7 1/4"	5-E	ALUM.	-		A208-A
A209-A	2 1/4"	7 1/4"	5-E	ALUM.	-		A209-A

AREA 'C2' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
C202-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C202-A
C202-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C202-B
C202-C	2"	6"	5	H.M.	-		C202-C
C203-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C203-A
C203-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C203-B
C203-C	2"	6"	5	H.M.	-		C203-C
C204-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C204-A
C204-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C204-B
C204-C	2"	6"	5	H.M.	-		C204-C
C205-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C205-A
C205-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C205-B
C206-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C206-A
C207-1	2"	6"	6	H.M.	-		C207-1
C207-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C207-A
C207-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C207-B
C208-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C208-A
C208-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C208-B
C208-C	2"	6"	5	H.M.	-		C208-C
C208-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C208-A
C209-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C209-B
C209-C	2"	6"	5	H.M.	-		C209-C

AREA 'D2' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
D200-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D200-A
D200-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D200-B
D200-C	2 1/4"	7 1/4"	6-E	ALUM.	-		D200-C
D200-D	2 1/4"	7 1/4"	6-E	ALUM.	-		D200-D
D200-E	2 1/4"	7 1/4"	6-E	ALUM.	-		D200-E
D200-F	2 1/4"	7 1/4"	6-E	ALUM.	-		D200-F
D202-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D202-A
D202-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D202-B
D202-C	2"	6"	5	H.M.	-		D202-C
D203-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D203-A
D203-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D203-B
D203-C	2"	6"	5	H.M.	-		D203-C
D204-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D204-A
D204-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D204-B
D204-C	2"	6"	5	H.M.	-		D204-C
D205-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D205-A
D205-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D205-B
D206-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D206-A
D207-1	2"	6"	6	H.M.	-		D207-1
D207-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D207-A
D207-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D207-B
D208-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D208-A
D208-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D208-B
D209-C	2"	6"	5	H.M.	-		D209-C
D209-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D209-A
D209-B	2"	6"	5	H.M.	-		D209-B
D222-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D222-A
D223-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D223-A
D224-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D224-A
D228-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D228-A
D228-B	2"	6"	5	H.M.	-		D228-B
D229-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D229-A
D229-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D229-B
D229-C	2"	6"	5	H.M.	-		D229-C
D230-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D230-A
D230-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D230-B
D230-C	2"	6"	5	H.M.	-		D230-C
D231-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D231-A
D231-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		D231-B
D232-A	2 1/4"	7 1/4"	6-E	ALUM.	-		D232-A
D233-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D233-A
D233-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D233-B
D233-C	2"	6"	7	H.M.	-		D233-C
D234-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D234-A
D234-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D234-B
D234-C	2"	6"	5	H.M.	-		D234-C
D235-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D235-A
D235-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		D235-B
D235-C	2"	6"	5	H.M.	-		D235-C
D236-A	2 1/4"	7 1/4"	6-E	ALUM.	-		D236-A
D236-B	2 1/4"	7 1/4"	6-E	ALUM.	-		D236-B
D236-C	2 1/4"	7 1/4"	6-E	ALUM.	-		D236-C
D236-D	2 1/4"	7 1/4"	6-E	ALUM.	-		D236-D

AREA 'A1' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
A101-1	2 1/4"	7 1/4"	17-E	ALUM.	-		A101-1
A101-2	1 1/2"	4 1/2"	11	ALUM.	-		A101-2
A102-A	2"	6"	4	H.M.	-		A102-A
A102-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		A102-B
A102-C	1 1/2"	4"		ALUM.	VERTICAL SLIDING SERVICE WINDOW		A102-C
A107-A	2"	6"	8	H.M.	-		A107-A
A112-A	2 1/4"	7 1/4"	9-E	ALUM.	BLINDS		A112-A
A113-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		A113-A
A118-A	2 1/4"	7 1/4"	9-E	ALUM.	BLINDS		A118-A
A119-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		A119-A
A120-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		A120-A
A120-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		A120-B
A123-A	2 1/4"	7 1/4"	9-E	ALUM.	BLINDS		A123-A
A127-1	2"	6"	10	H.M.	-		A127-1
A128-A	2"	6"	8	H.M.	MANUAL ROLLER SHADES		A128-A
A130-A	2"	6"	8	H.M.	MANUAL ROLLER SHADES		A130-A
A132-A	2"	6"	8	H.M.	MANUAL ROLLER SHADES		A132-A
A134-A	2"	6"	8	H.M.	MANUAL ROLLER SHADES		A134-A
A139-A	2"	3"	23	ALUM.	FRAMELESS		A139-A
A139-B	2"	6"	24	ALUM.			A139-B
A140-1	2"	6"	8	H.M.	-		A140-1
A140-A	2 1/4"	7 1/4"	16-E	ALUM.	-		A140-A
A140-B	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-B
A140-D	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-D
A140-E	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-E
A140-F	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-F
A140-H	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-H
A140-I	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A140-I
A141-A	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-A
A141-B	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-B
A141-C	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-C
A141-D	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-D
A141-E	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-E
A141-F	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-F
A141-G	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-G
A141-H	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-H
A141-J	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A141-J
A143-B	2 1/4"	7 1/4"	7-E	ALUM.	BLINDS, MTL. SUNSHADE		A143-B
A143-N	1 3/4"	4 1/2"	15	H.M.-PT-5	-		A143-N

AREA 'B1' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
B100-1	2 1/4"	7 1/4"	19-E	ALUM.	-		B100-1
B101-A	2 1/4"	7 1/4"	10-E	ALUM.	MTL. SUNSHADE		B101-A
B101-B	2 1/4"	7 1/4"	10-E	ALUM.	MTL. SUNSHADE		B101-B
B102-A	2 1/4"	7 1/4"	13-E	ALUM.	ELECTRIC ROLLER SHADES		B102-A
B102-B	2 1/4"	7 1/4"	13-E	ALUM.	ELECTRIC ROLLER SHADES		B102-B
B102-C	2 1/4"	7 1/4"	13-E	ALUM.	ELECTRIC ROLLER SHADES		B102-C
B102-D	2 1/4"	7 1/4"	13-E	ALUM.	ELECTRIC ROLLER SHADES		B102-D
B102-E	2 1/4"	7 1/4"	13-E	ALUM.	ELECTRIC ROLLER SHADES		B102-E
B109-A	2"	6"	12	H.M.	-		B109-A
B127-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		B127-A
B127-B	2"	6 3/4"	8	H.M.	-		B127-B

AREA 'C1' - WINDOW SCHEDULE							
MARK	FRAME				COMMENTS	SHGC / U-FACTOR	MARK
	WIDTH	DEPTH	ELEV.	MATERIAL			
C101-A	2"	6"	13	H.M.	VERTICAL SLIDING SERVICE WINDOW		C101-A
C102-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C102-A
C102-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C102-B
C102-C	2"	6"	5	H.M.	-		C102-C
C103-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C103-A
C103-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C103-B
C103-C	2"	6"	5	H.M.	-		C103-C
C104-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C104-A
C104-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C104-B
C104-C	2"	6"	5	H.M.	VERTICAL SLIDING SERVICE WINDOW		C104-C
C104-H	1 3/4"	4 1/2"	15	H.M.-PT-5	-		C104-H
C104-I	1 3/4"	4 1/2"	15	H.M.-PT-5	-		C104-I
C104-J	1 3/4"	4 1/2"	15	H.M.-PT-5	-		C104-J
C104-M	2 1/4"	7 1/4"	15-E	ALUM.	-		C104-M
C104-Q	2 1/4"	7 1/4"	15-E	ALUM.	-		C104-Q
C105-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C105-A
C105-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS		C105-B
C107-1	2"	6"	6	H.M.	-		C107-1
C107-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C107-A
C107-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C107-B
C108-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C108-A
C108-B	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C108-B
C108-C	2"	6"	5	H.M.	-		C108-C
C109-A	2 1/4"	7 1/4"	6-E	ALUM.	BLINDS, MTL. SUNSHADE		C109-A
C109-B	2"	6"	5	H.M.	-		C109-B
C112-A	2"	6"	12	H.M.	-		C112-A

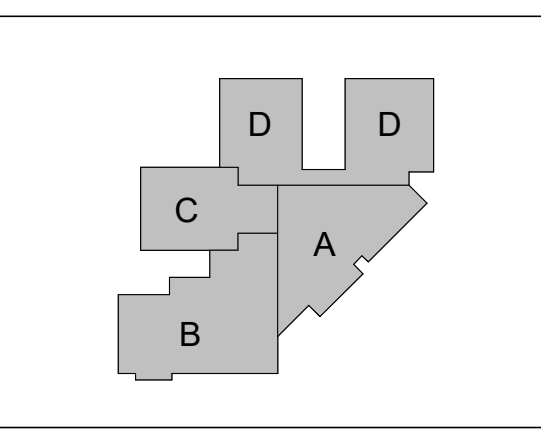
CONSULTANTS
STRUCTURAL
 CJG Engineers
 6051 North Course Drive, Suite 375
 Houston, TX 77072
 Tel: 713.780.3345
 Fax: 713.780.3712

MEP
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 840 Gessner Road, Suite 325
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 Fax: 281.945.8889

FOODSERVICE
 FCA DESIGN, INC.
 1120 Broadway, Suite 2362
 Pearland, TX 77584
 Tel: 281.520.3431

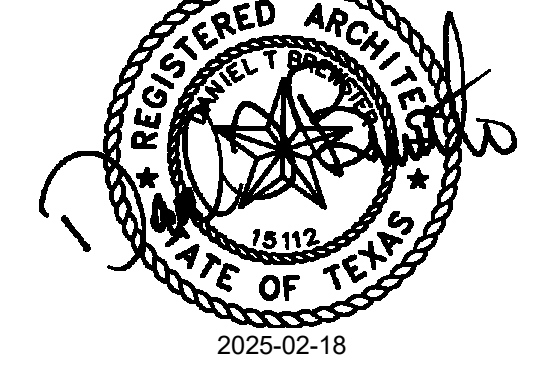
CIVIL
 S&G Engineering Consultants, LLC
 1706 Avenue D, Suite B
 Katy, Texas 77493
 Tel: 832.437.7377

LANDSCAPE
 MARY L. GOLDSBY ASSOCIATES
 112 NORTHWOOD STREET
 HOUSTON, TEXAS 77009
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WILLIAMS ELEMENTARY SCHOOL
 PASADENA INDEPENDENT SCHOOL DISTRICT
 2262 Allen Genoa Rd, Houston, TX 77017

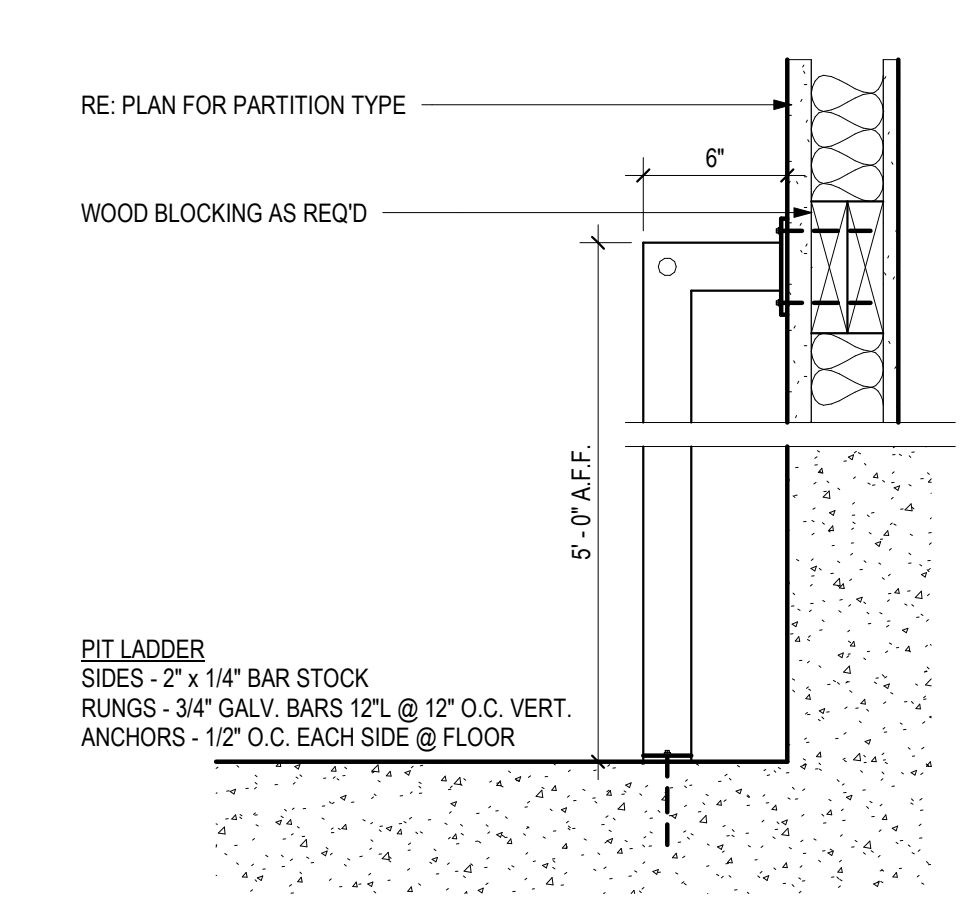
ARCADIS
 TEXAS ARCADIS INC.
 10205 WESTHEIMER SUITE 800
 HOUSTON, TX 77042
 TEL 281.286.6605, FAX 713.977.4620



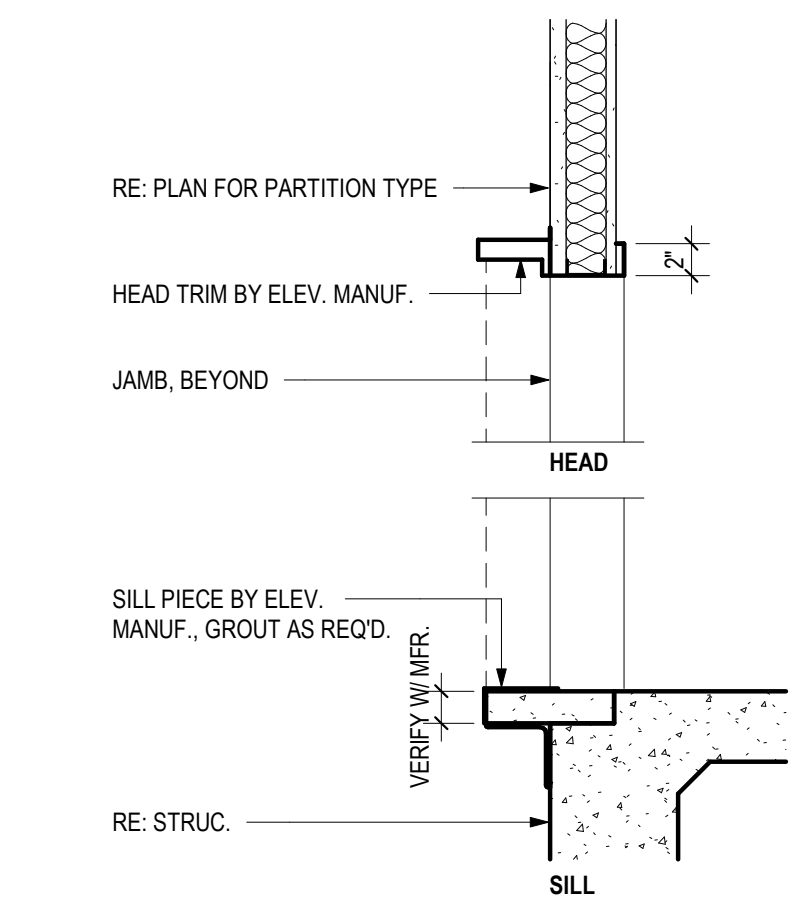
PROJECT #: 202301
 DATE: 2025-02-18
 DRAWN: Author
 CHECKED: Checker

DATE: 2025-02-18
 2025-03-10
 ISSUE: ISSUED FOR BID
 ADD 01

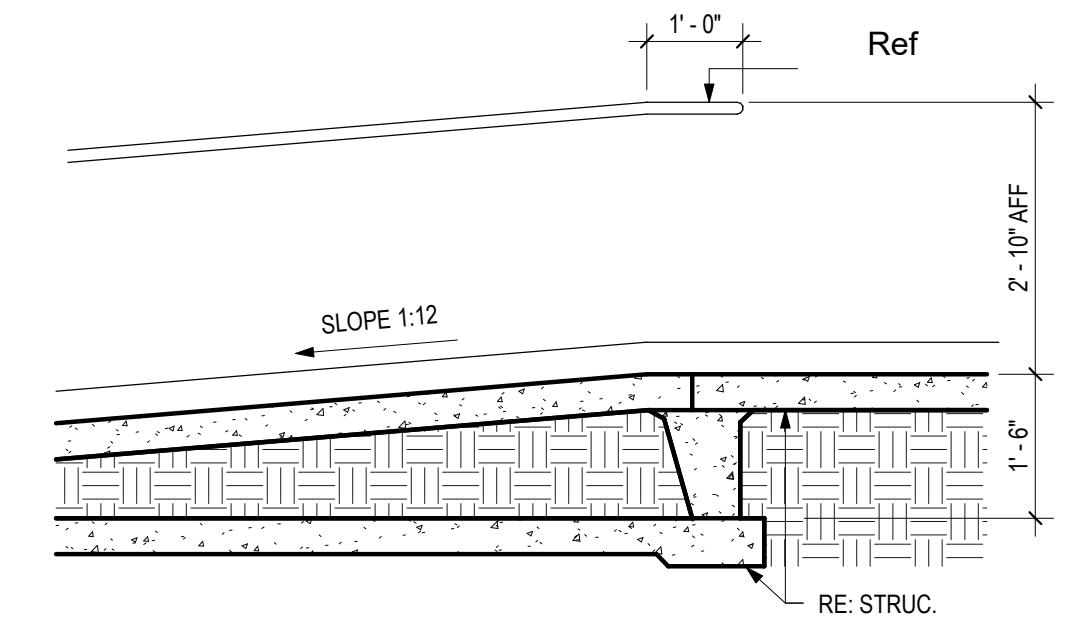
A5.06
 STAIR DETAILS



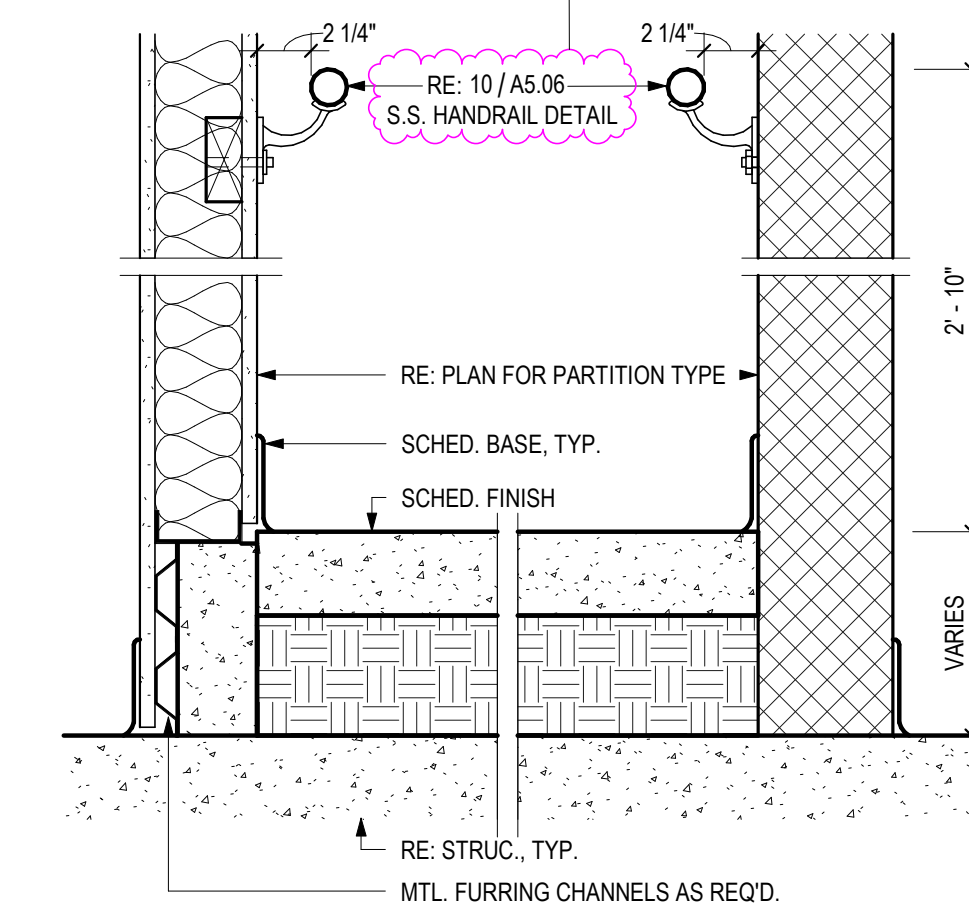
17 ELEV - PIT LADDER DETAIL @ GYP
 1 1/2" = 1'-0"



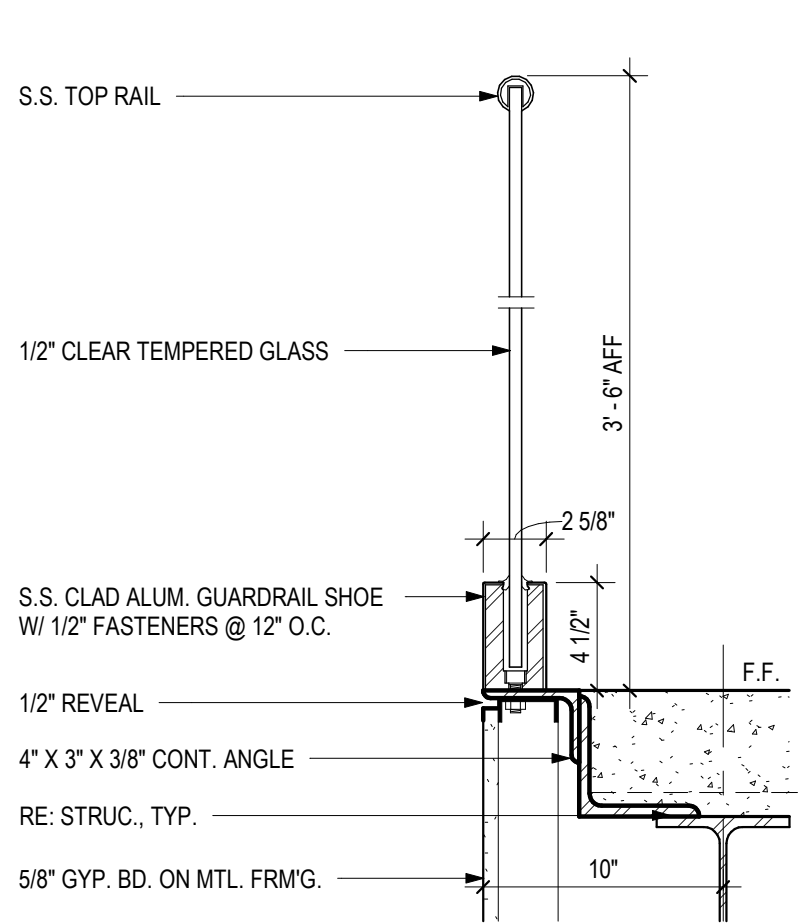
16 ELEV - DR OPN DETAILS
 1" = 1'-0"



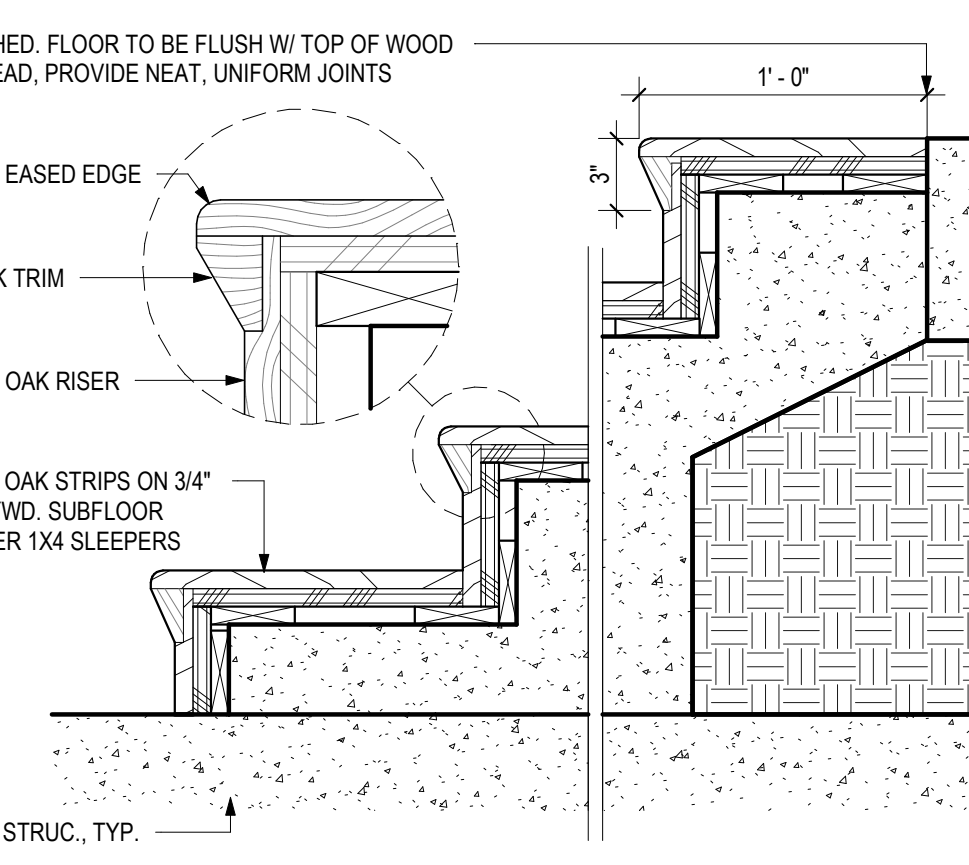
15 RAMP - SECTION @ LNDG
 1/2" = 1'-0"



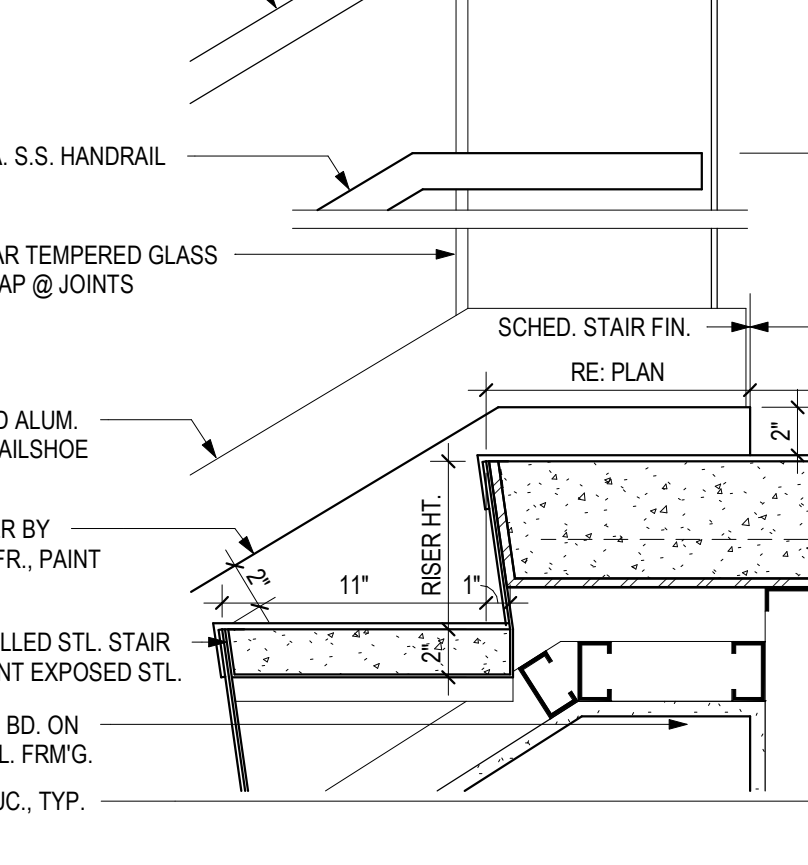
14 RAMP - LNDG CROSS SECTION
 1 1/2" = 1'-0"



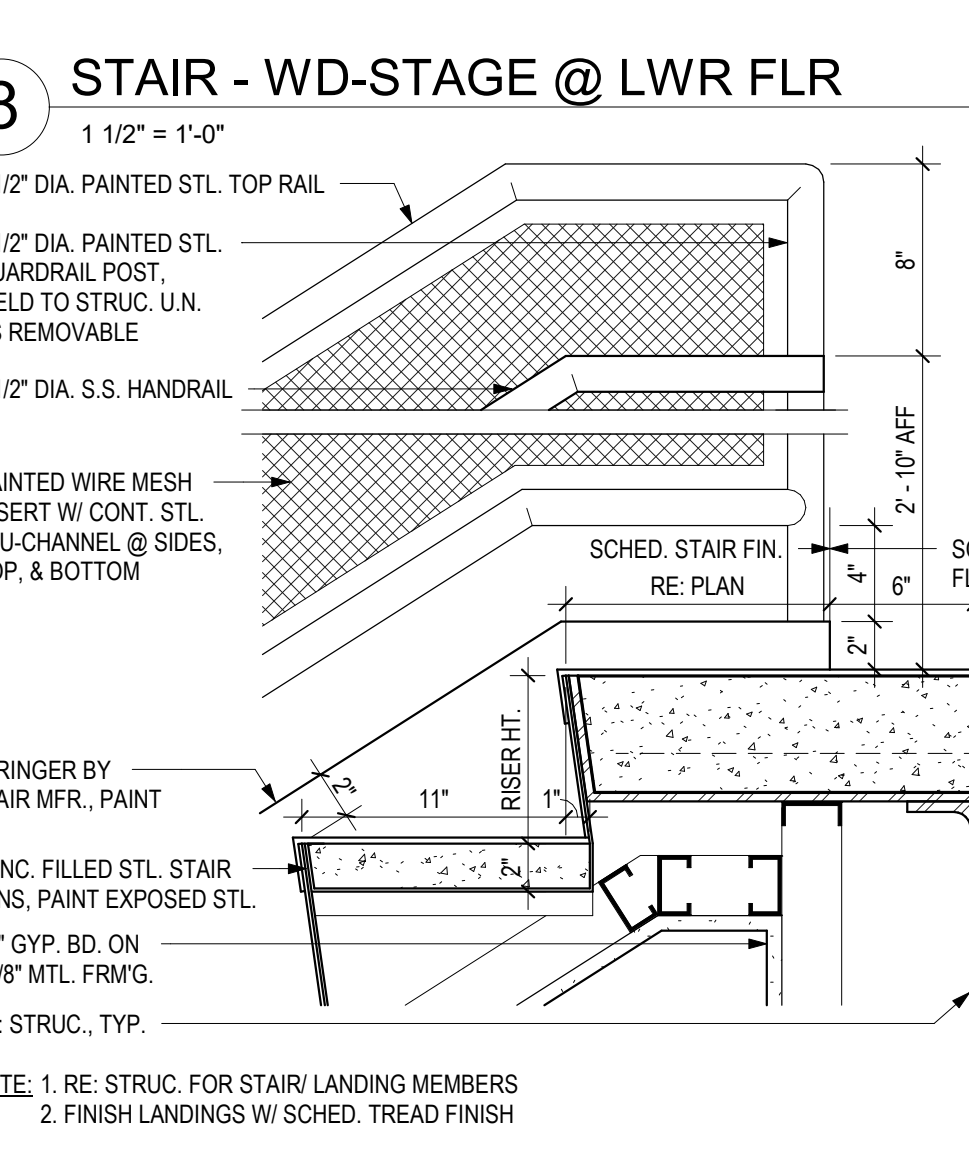
13 RAIL - ANGLE-EDGE @ GL BASE
 1 1/2" = 1'-0"



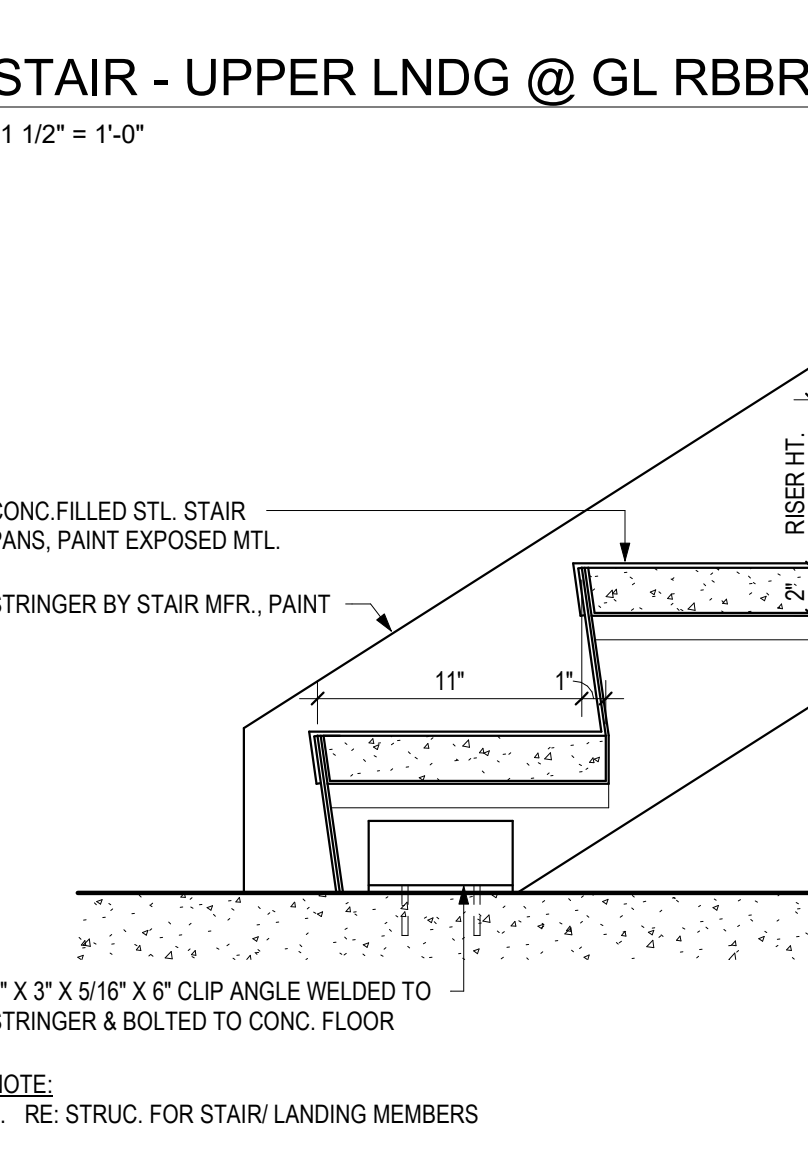
9 STAIR - WD-LWR FLR @ LEARN MTL
 3/4" = 1'-0"



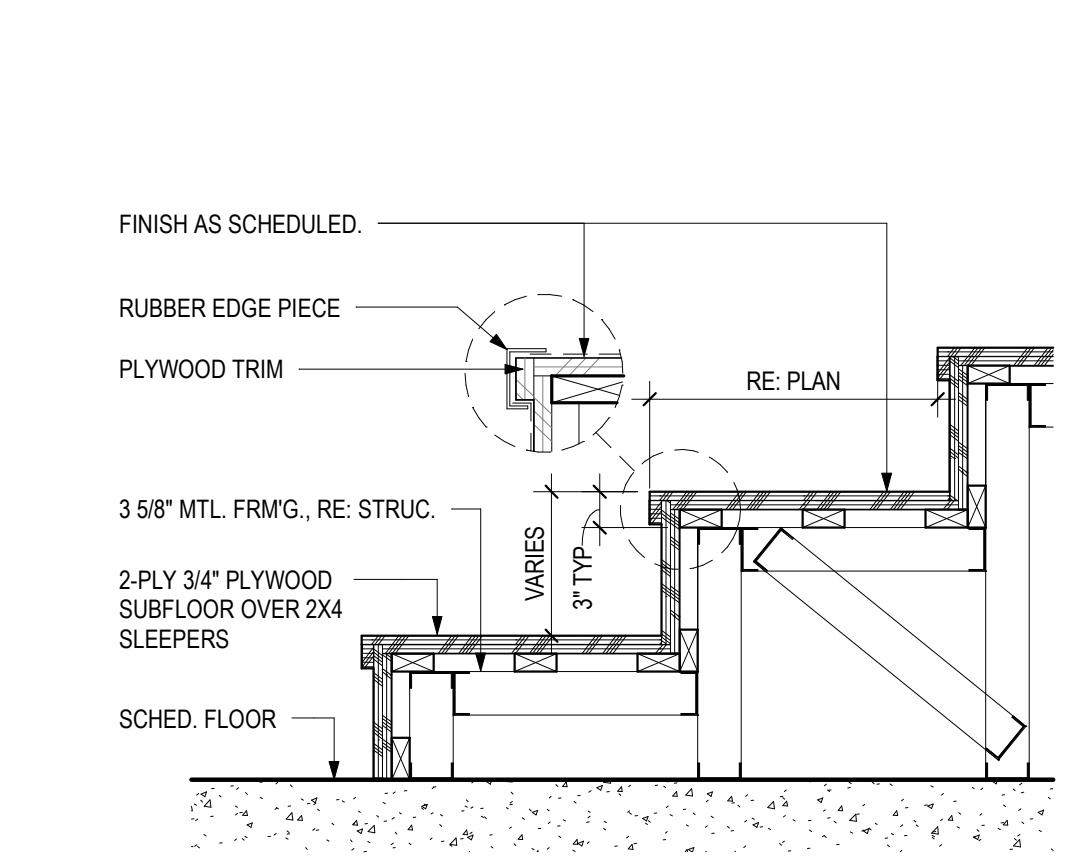
8 STAIR - WD-STAGE @ LWR FLR
 1 1/2" = 1'-0"



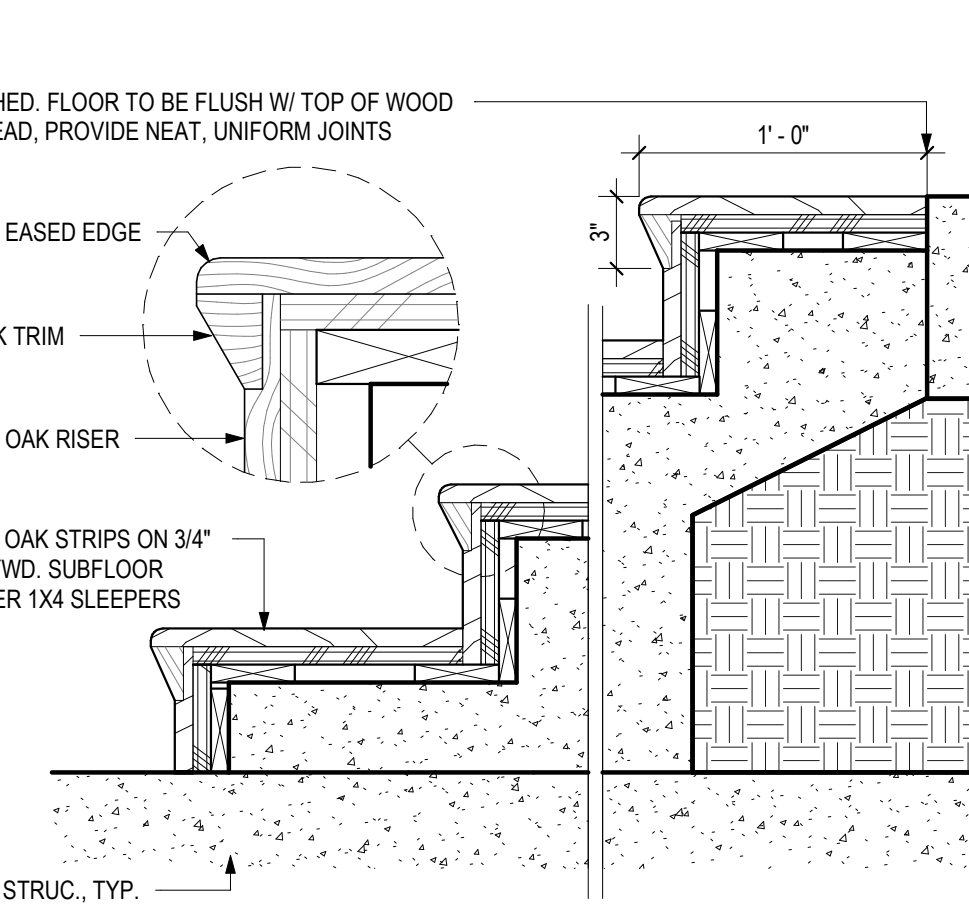
2 STAIR - UPPER LNDG @ RUBBER
 1 1/2" = 1'-0"



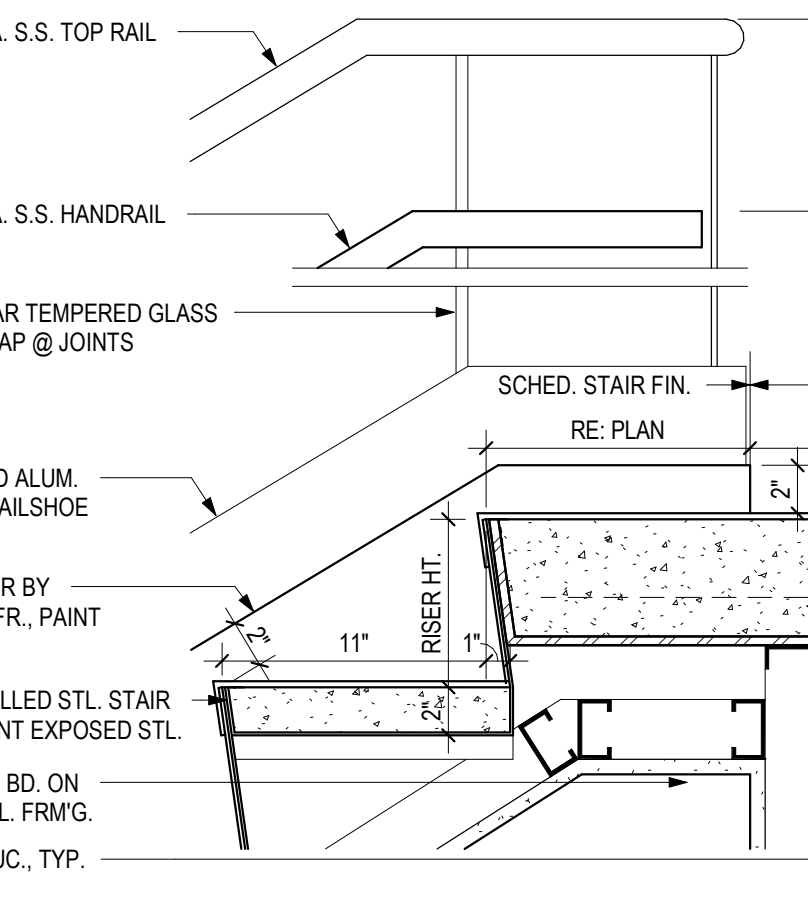
7 STAIR - UPPER LNDG @ GL RBBR
 1 1/2" = 1'-0"



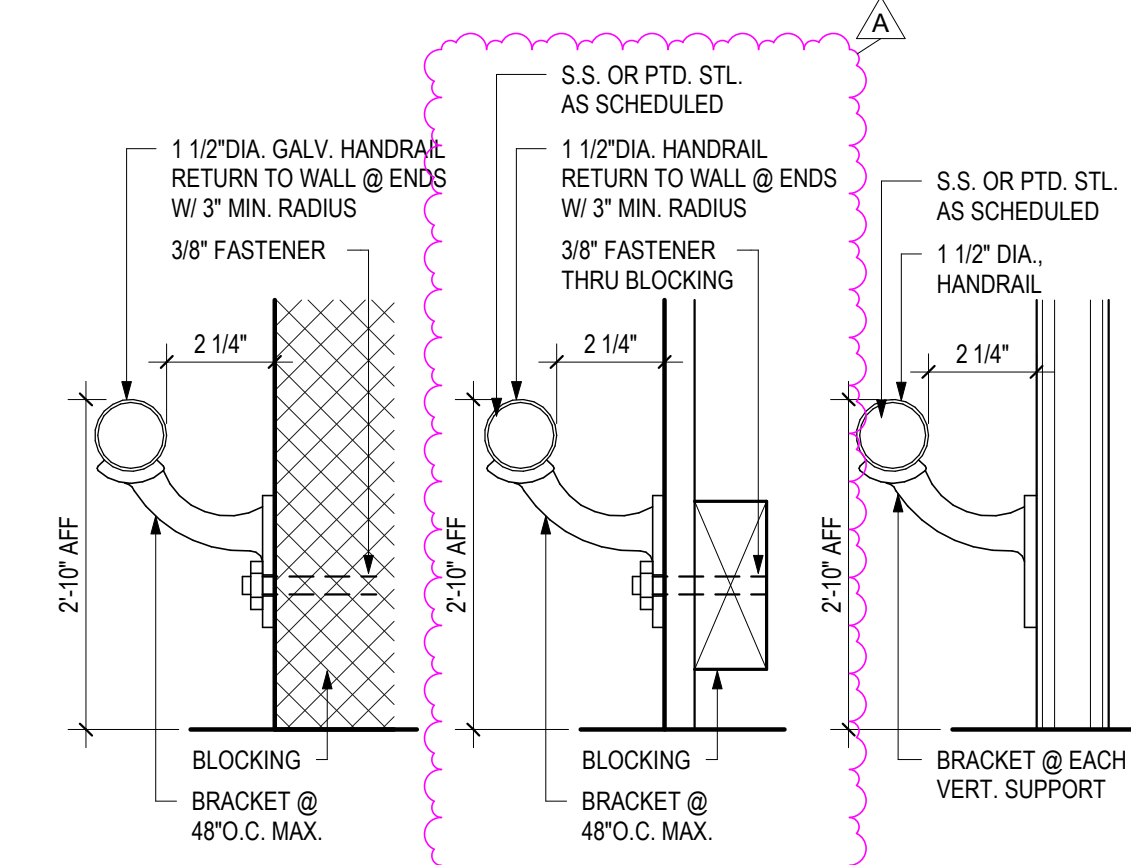
3 STAIR - HSS-CLOSURE PANEL
 3" = 1'-0"



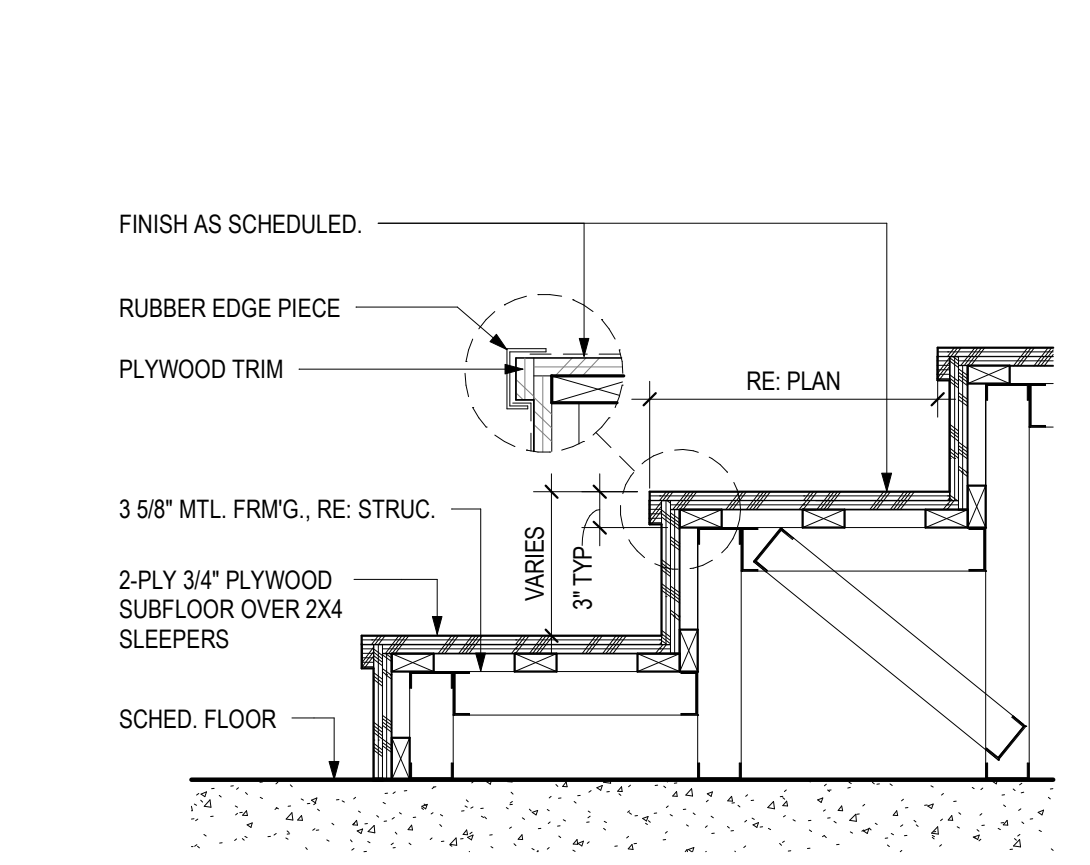
2 STAIR - HSS-STRNGR @ RUBBER
 1 1/2" = 1'-0"



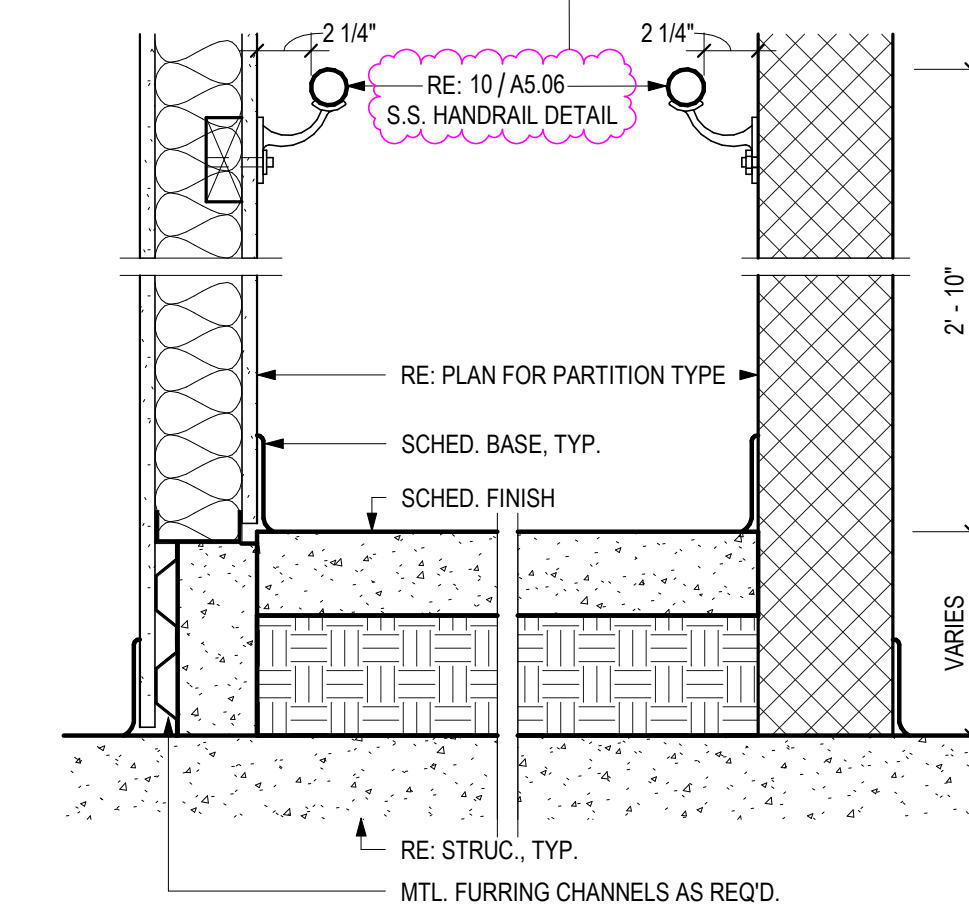
7 STAIR - HSS-STRNGR @ GL RBBR
 1 1/2" = 1'-0"



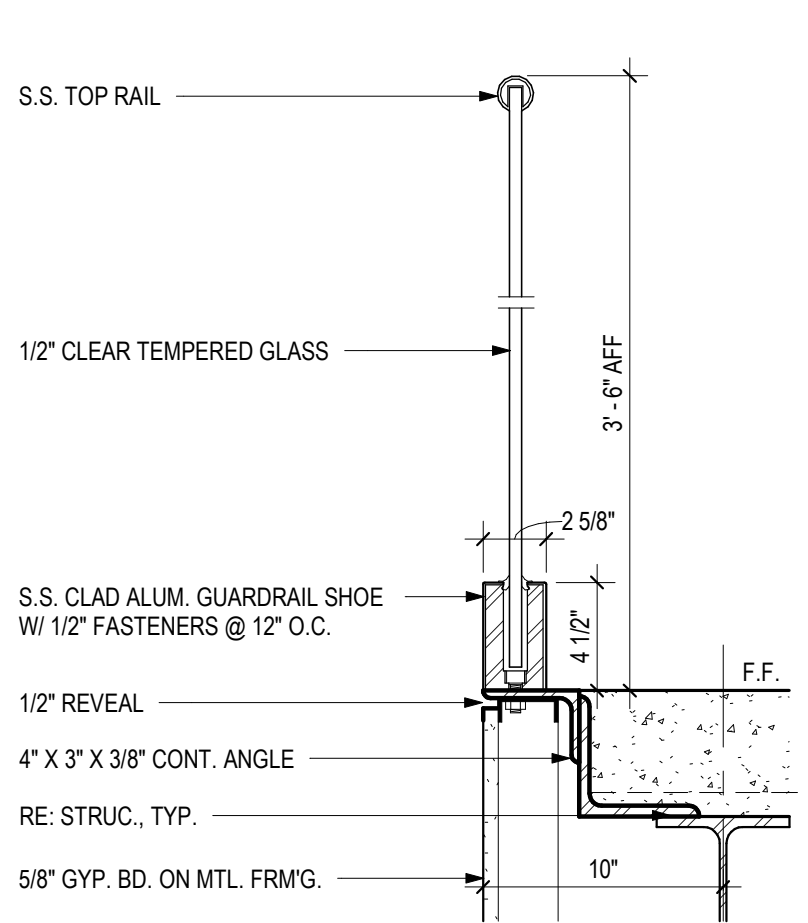
10 RAIL - HANDRAIL DETAILS
 3" = 1'-0"



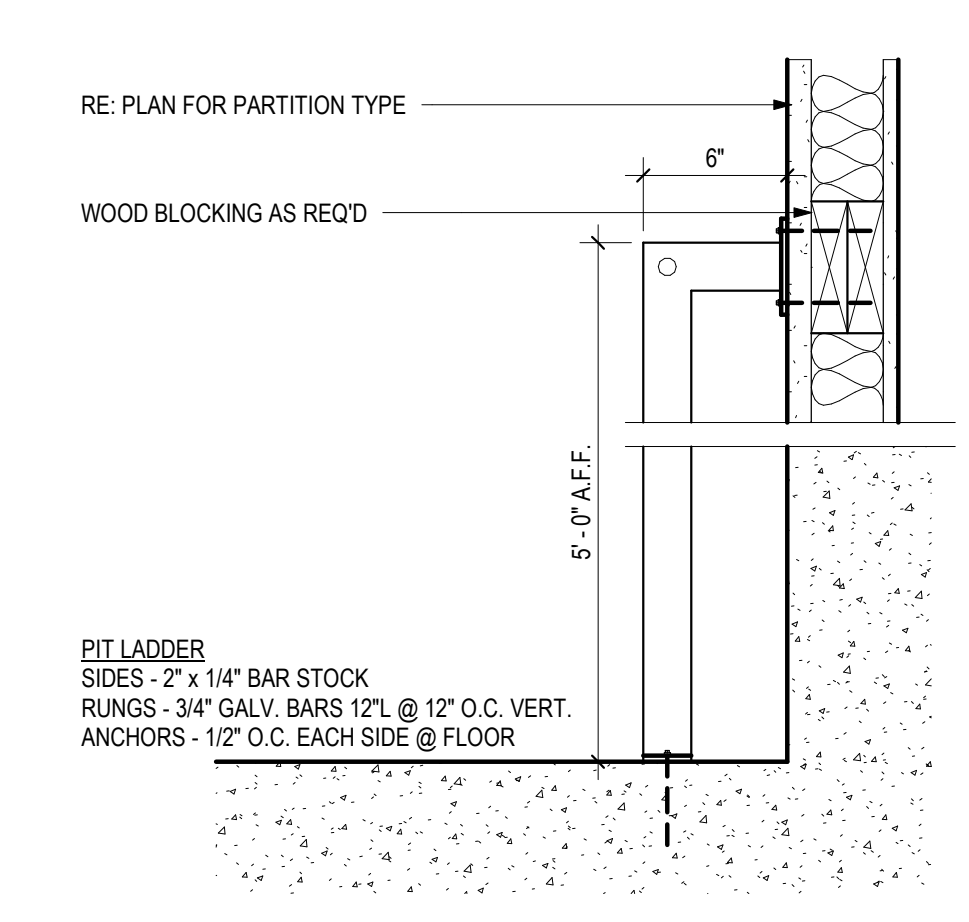
4 STAIR - HSS-STRNGR @ STL-GYP
 1 1/2" = 1'-0"



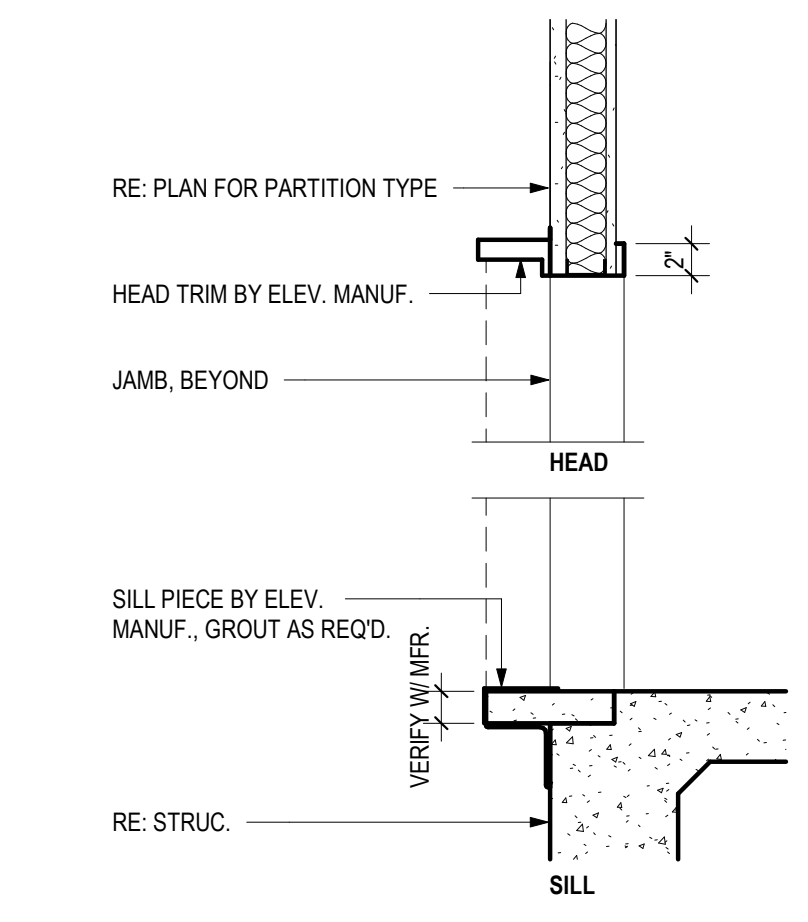
11 RAIL - LNDG HSS @ EDGE
 1 1/2" = 1'-0"



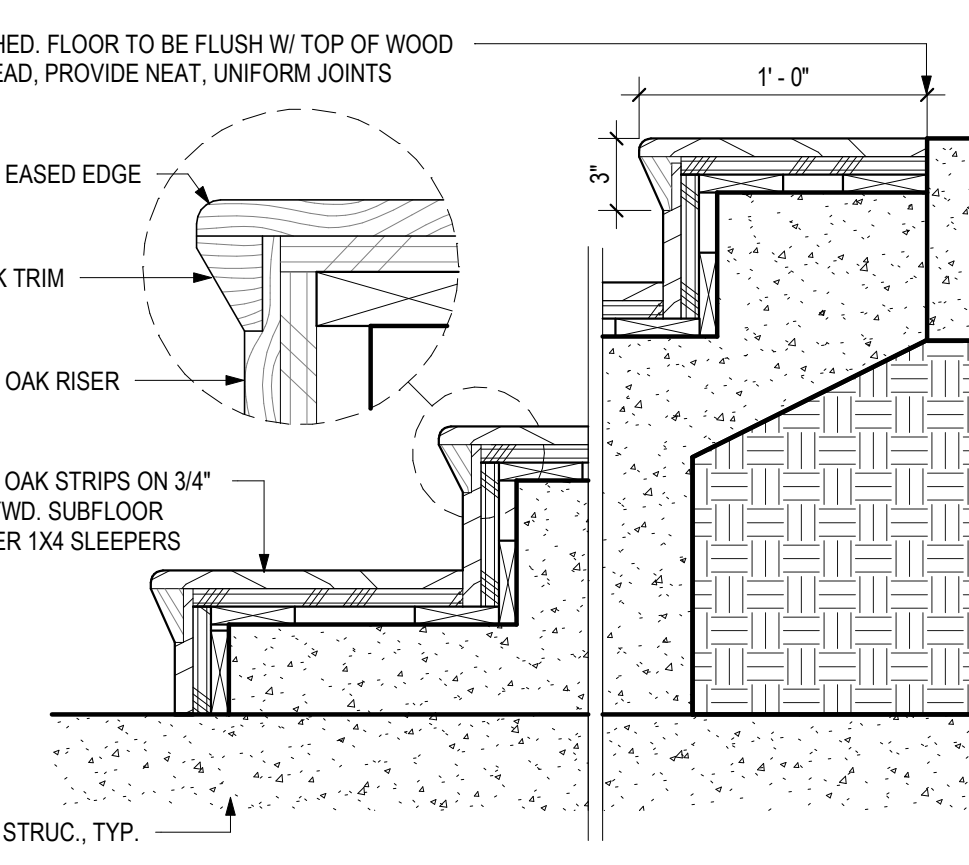
12 RAIL - HSS-EDGE @ GALV RND
 1 1/2" = 1'-0"



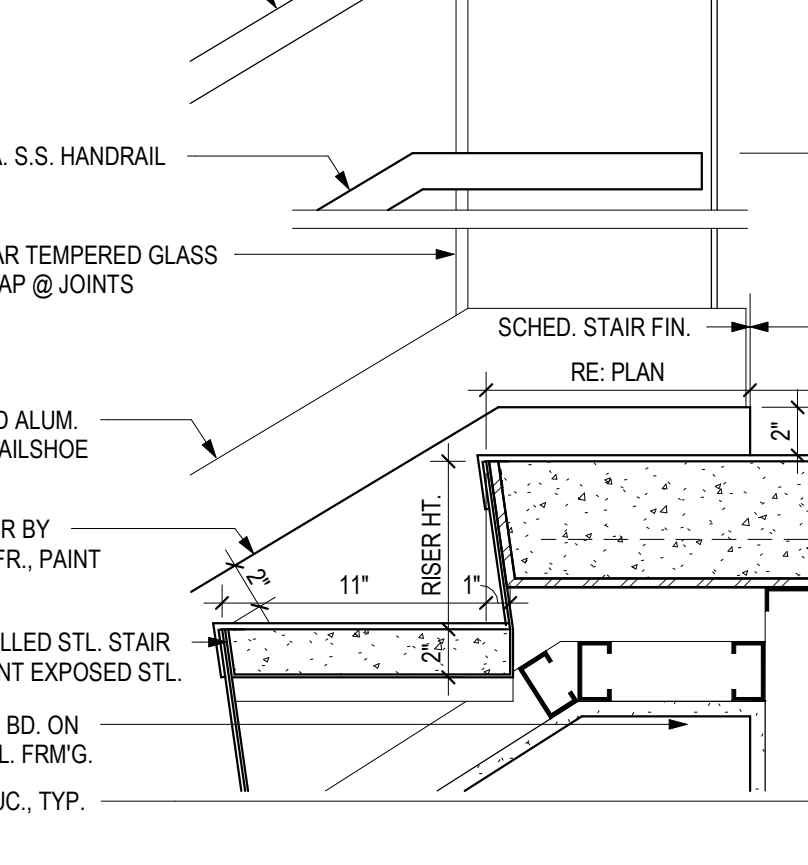
6 STAIR - HSS-STRNGR @ GALV-GYP
 1 1/2" = 1'-0"



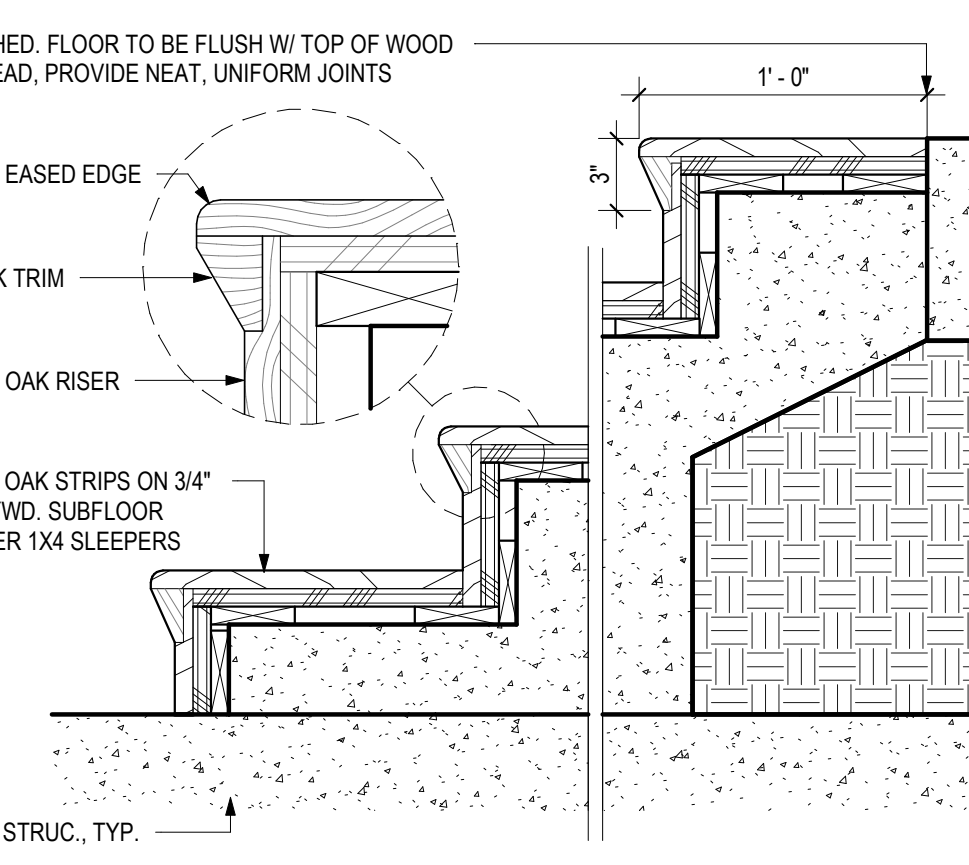
5 STAIR - HSS-STRNGR @ HSS
 1 1/2" = 1'-0"



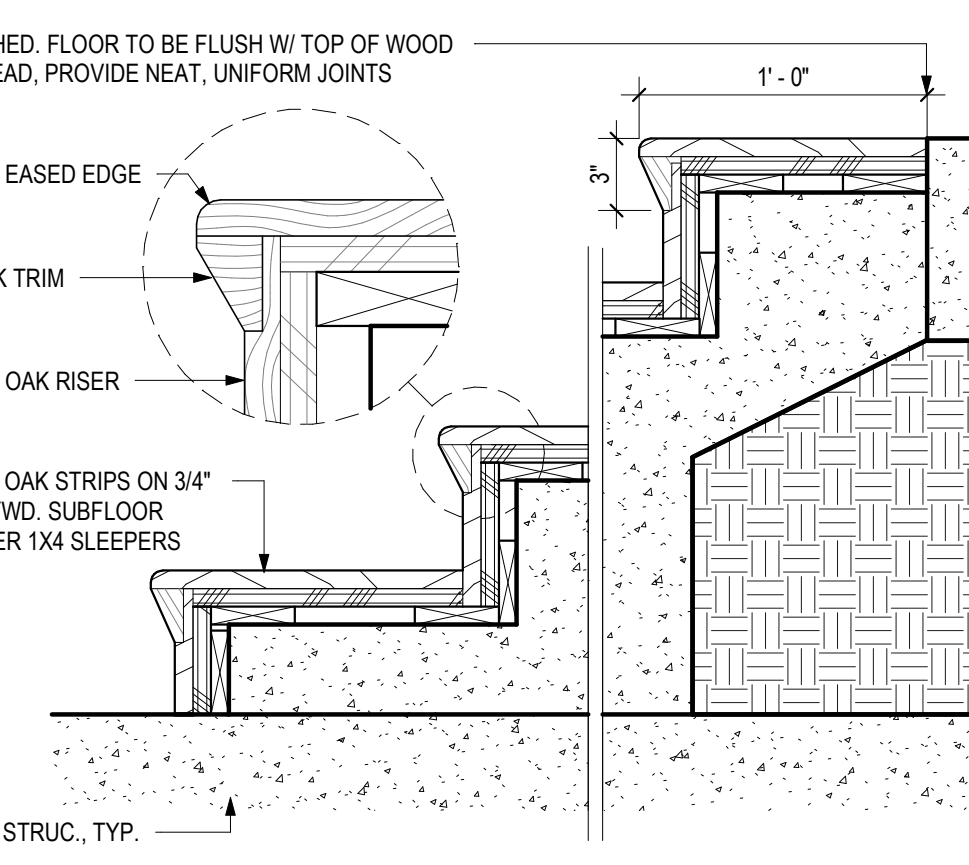
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



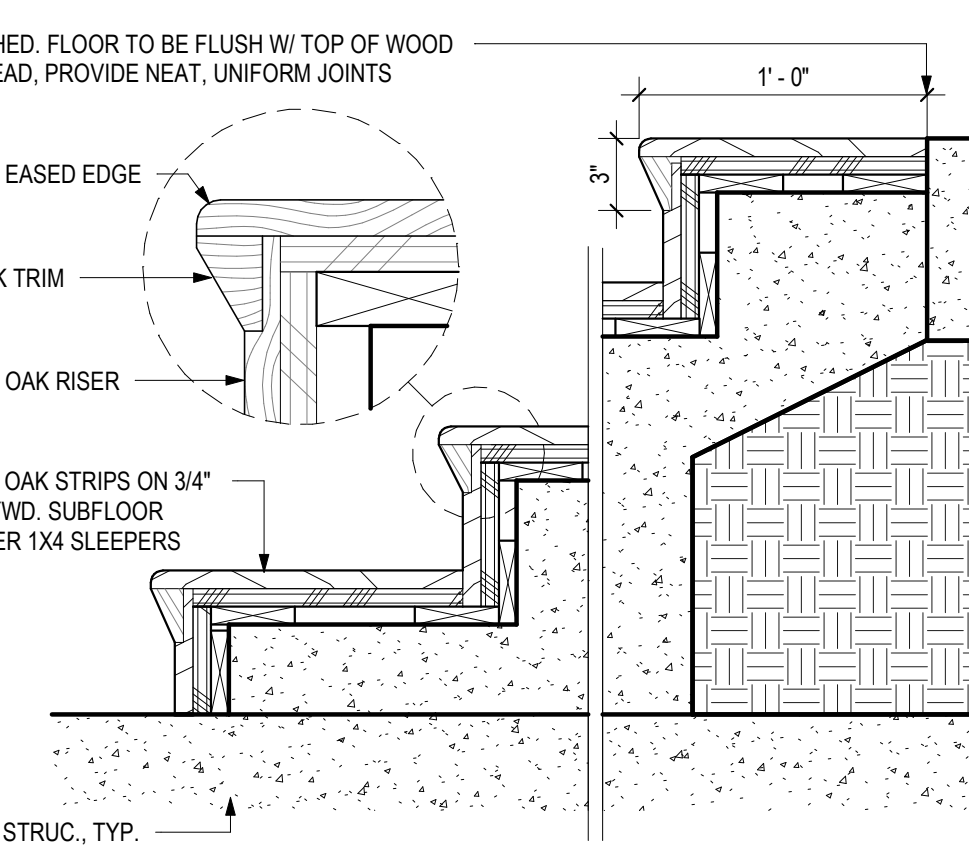
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



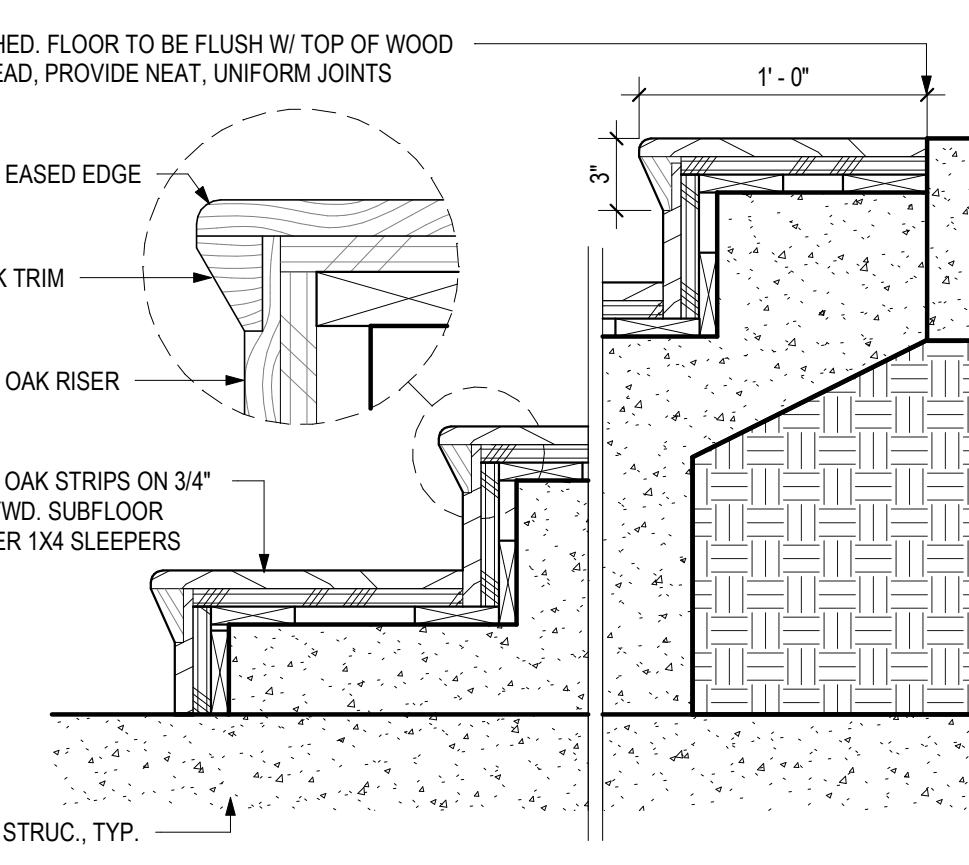
1 STAIR - LWR FLR @ RUBBER
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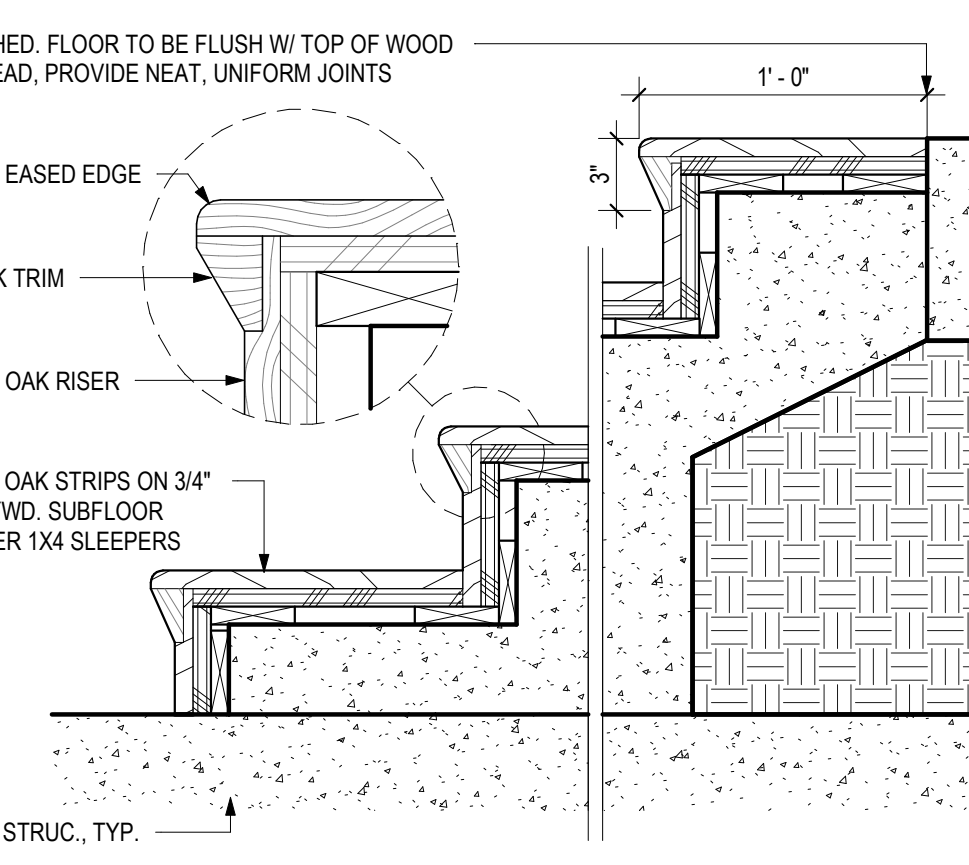
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



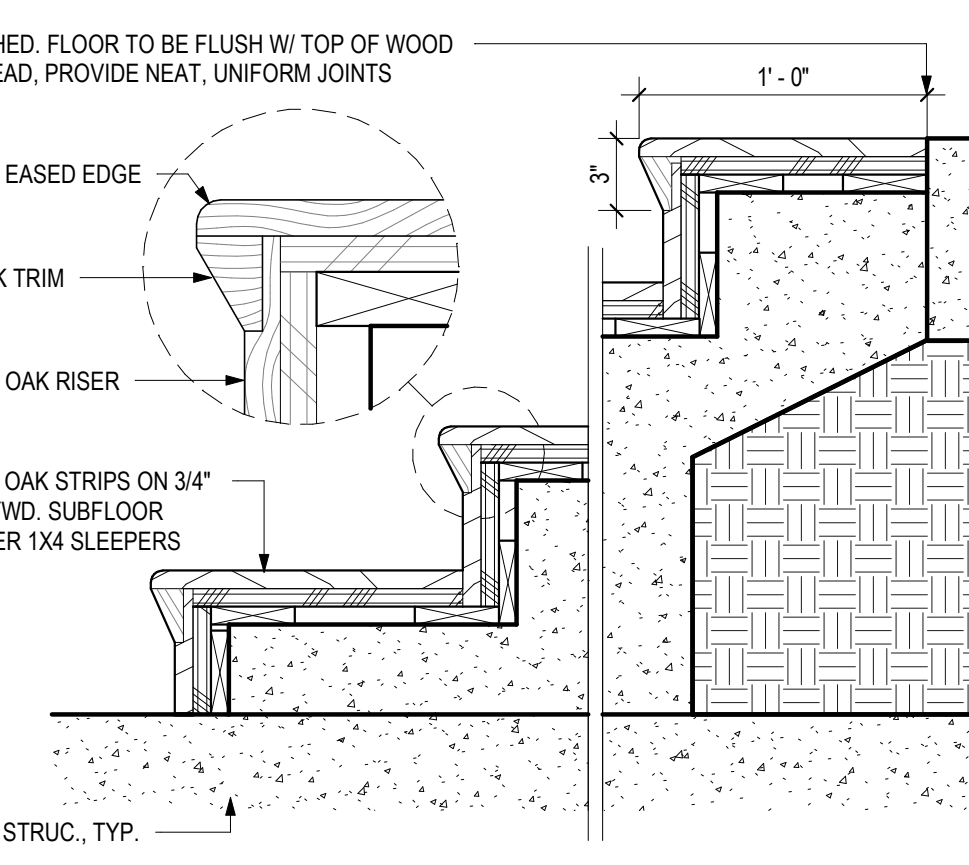
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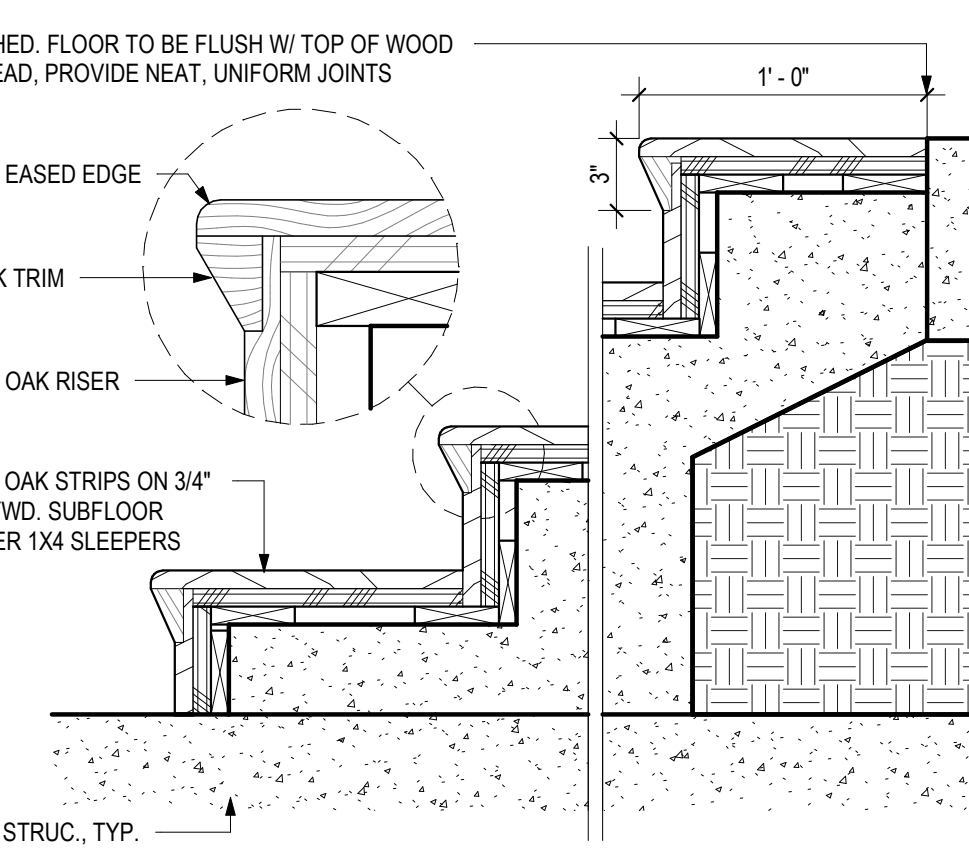
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



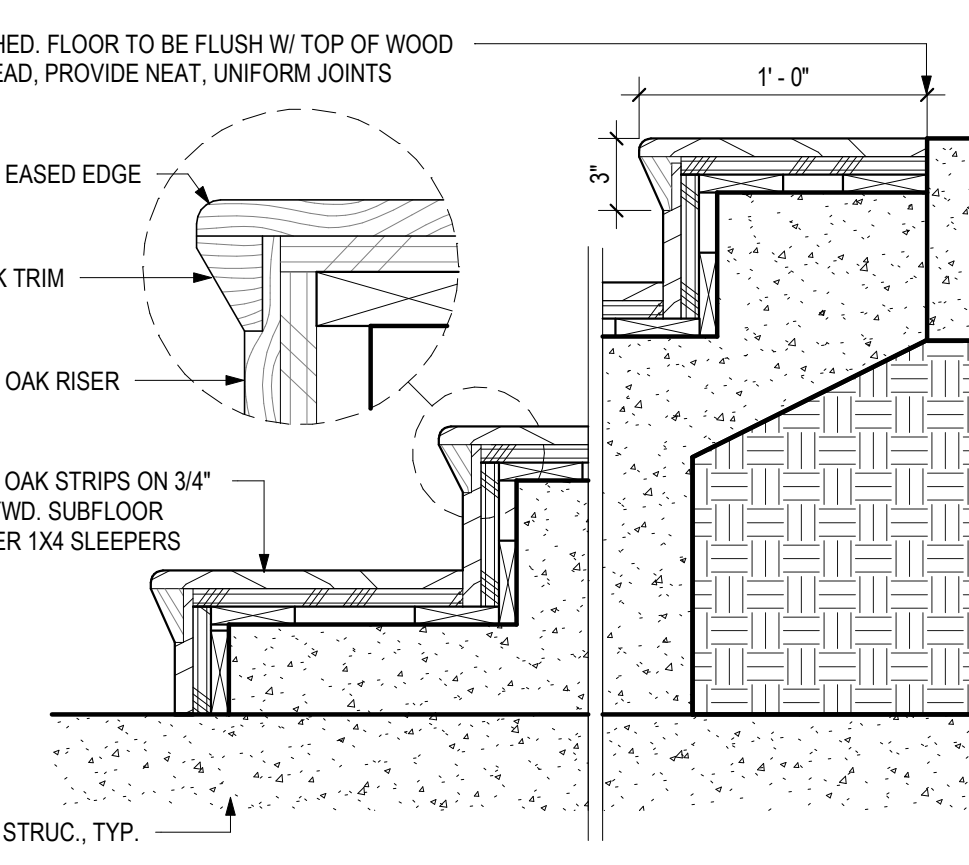
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



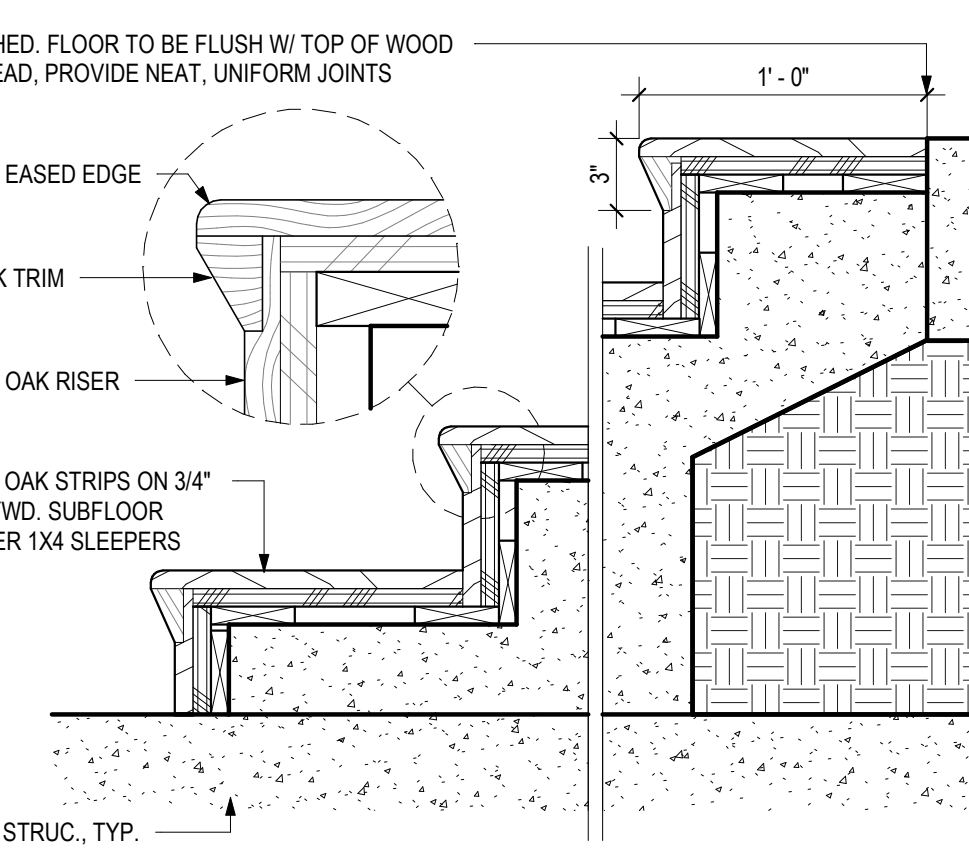
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



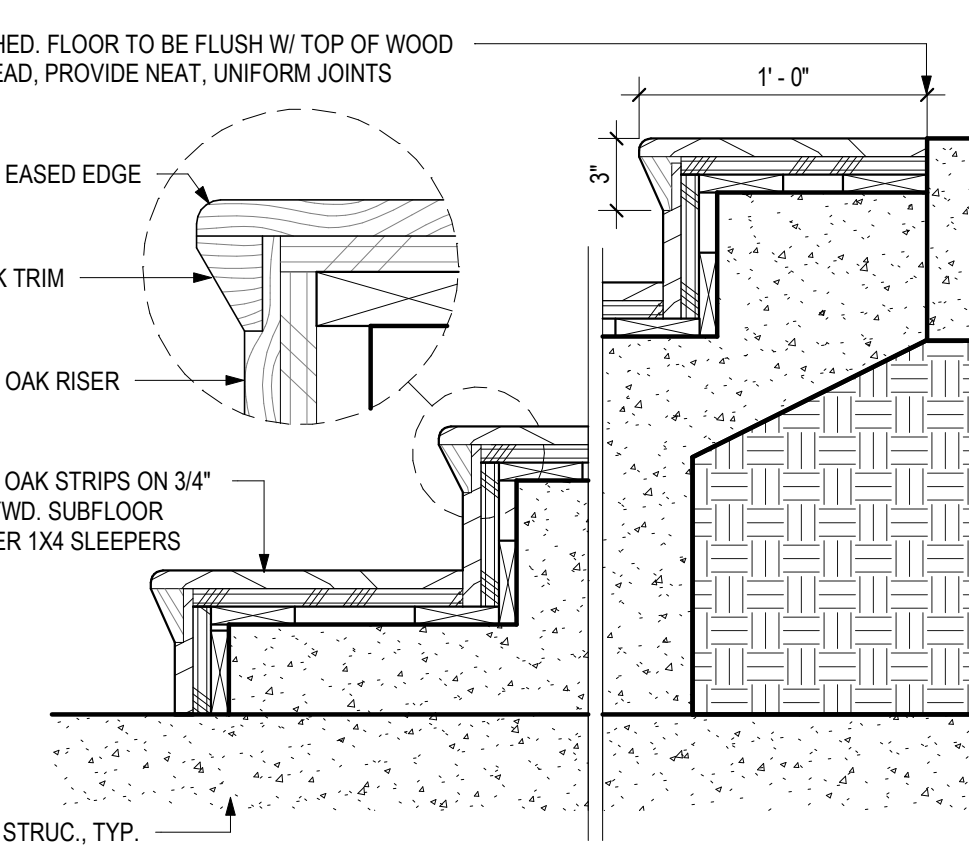
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



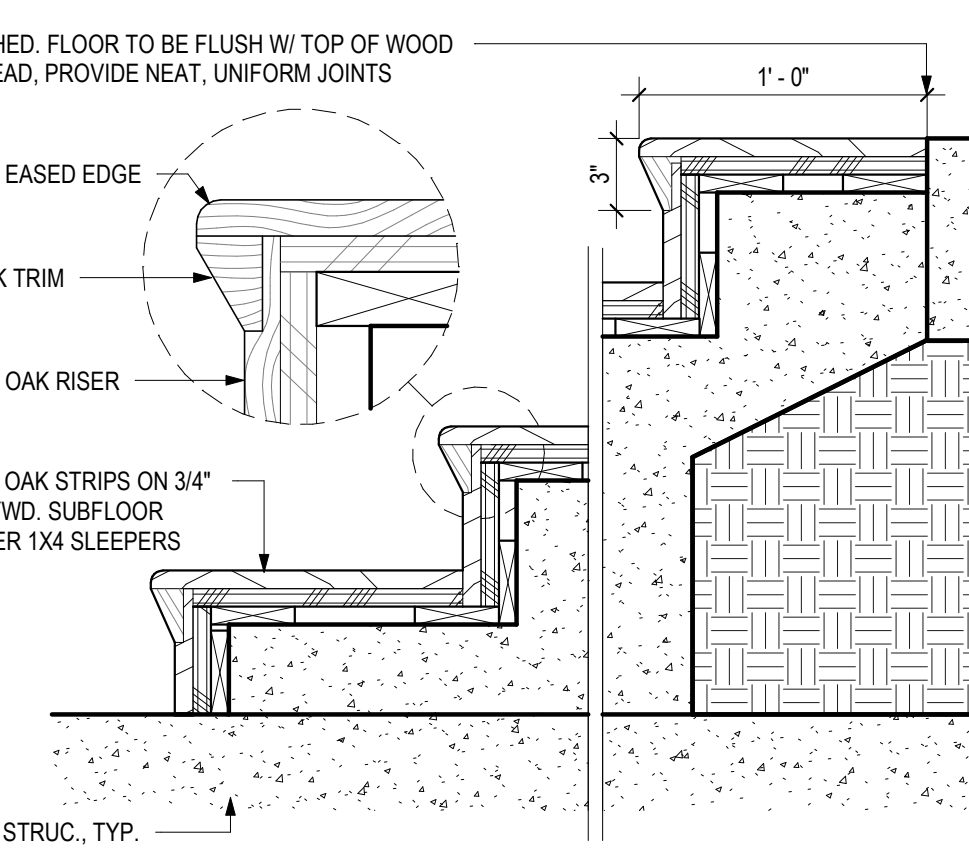
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



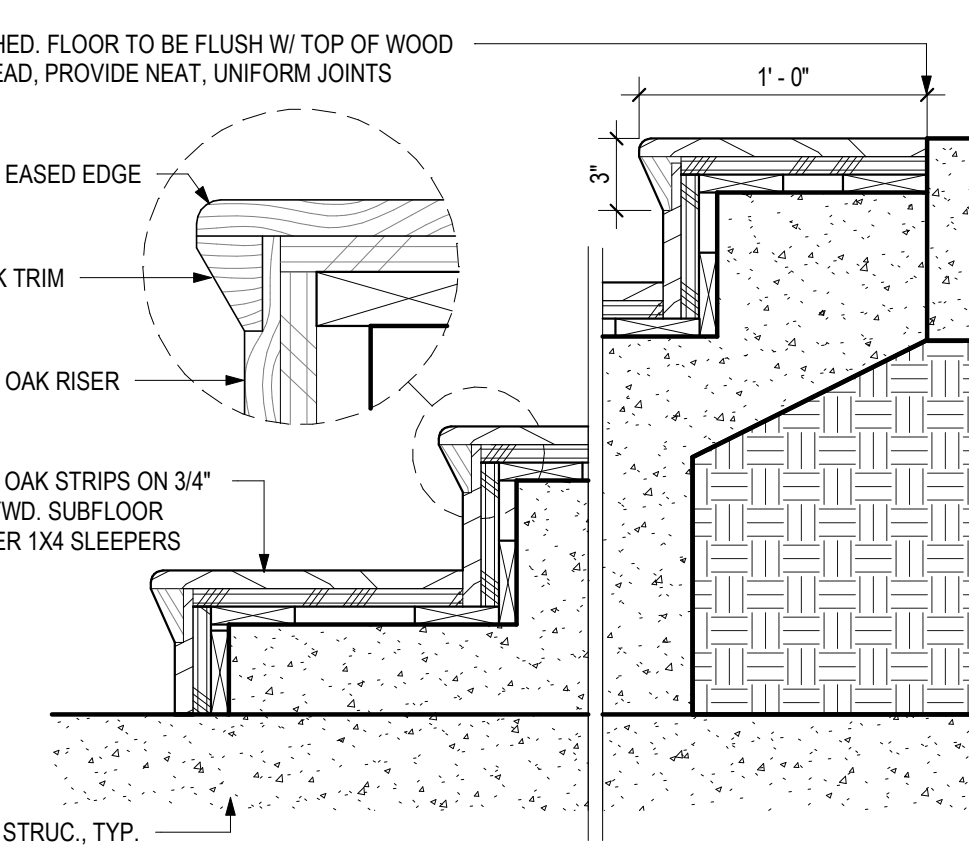
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



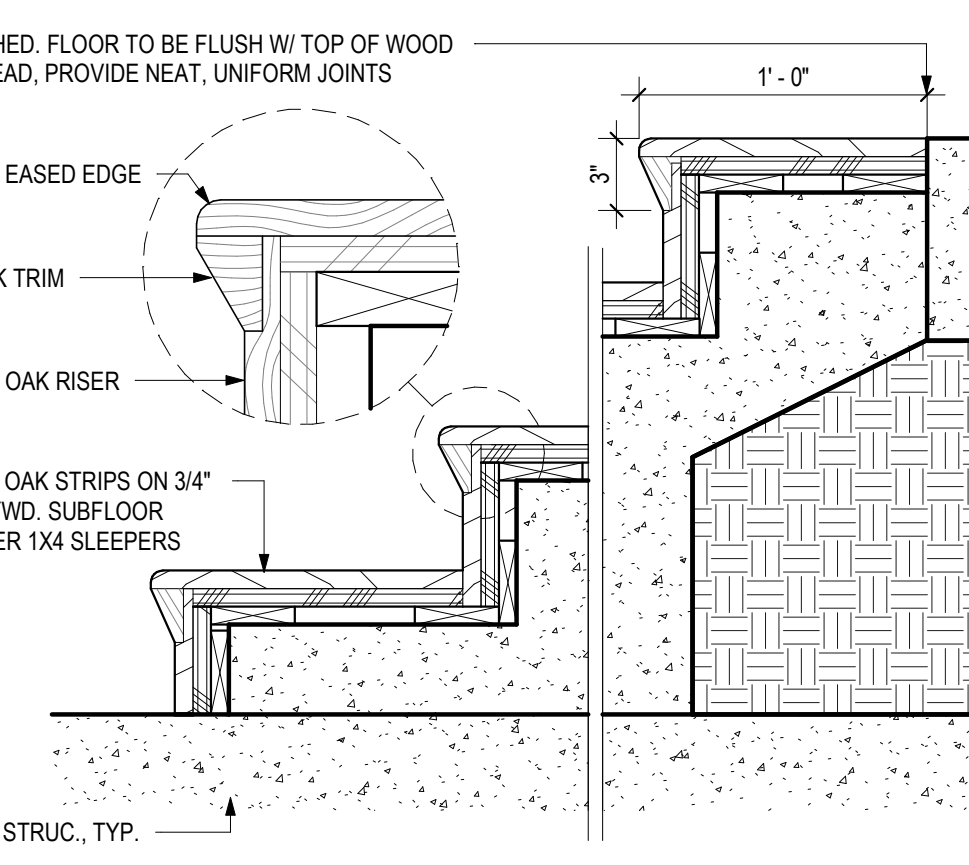
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



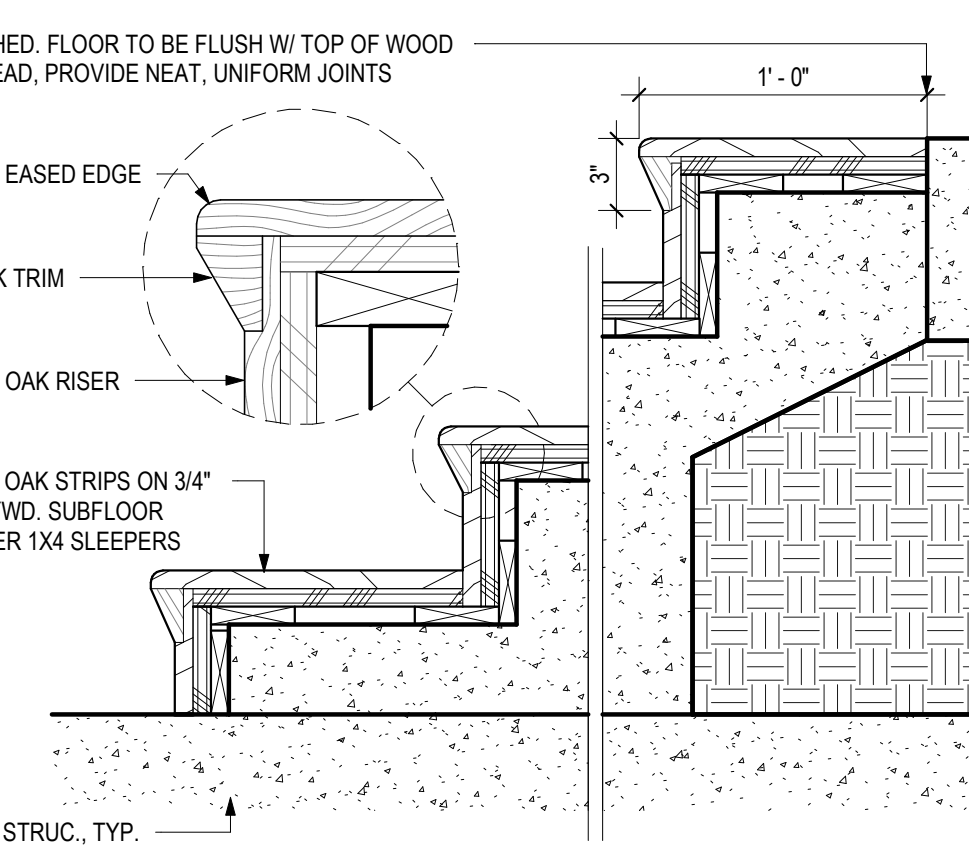
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



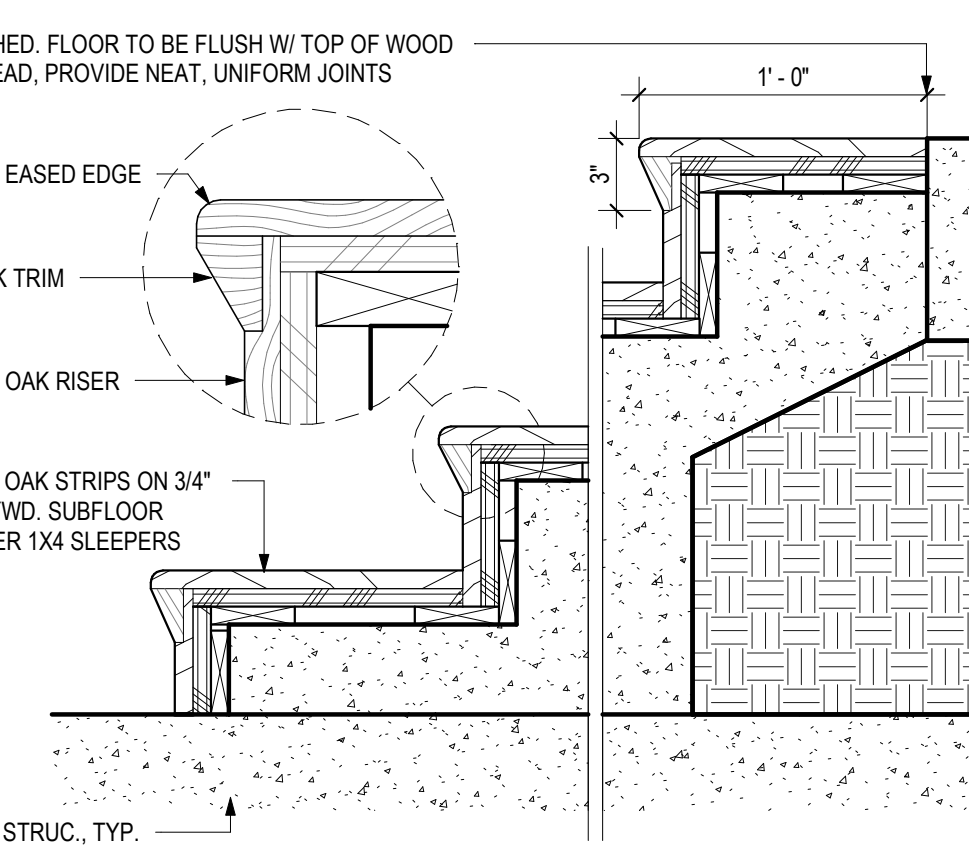
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



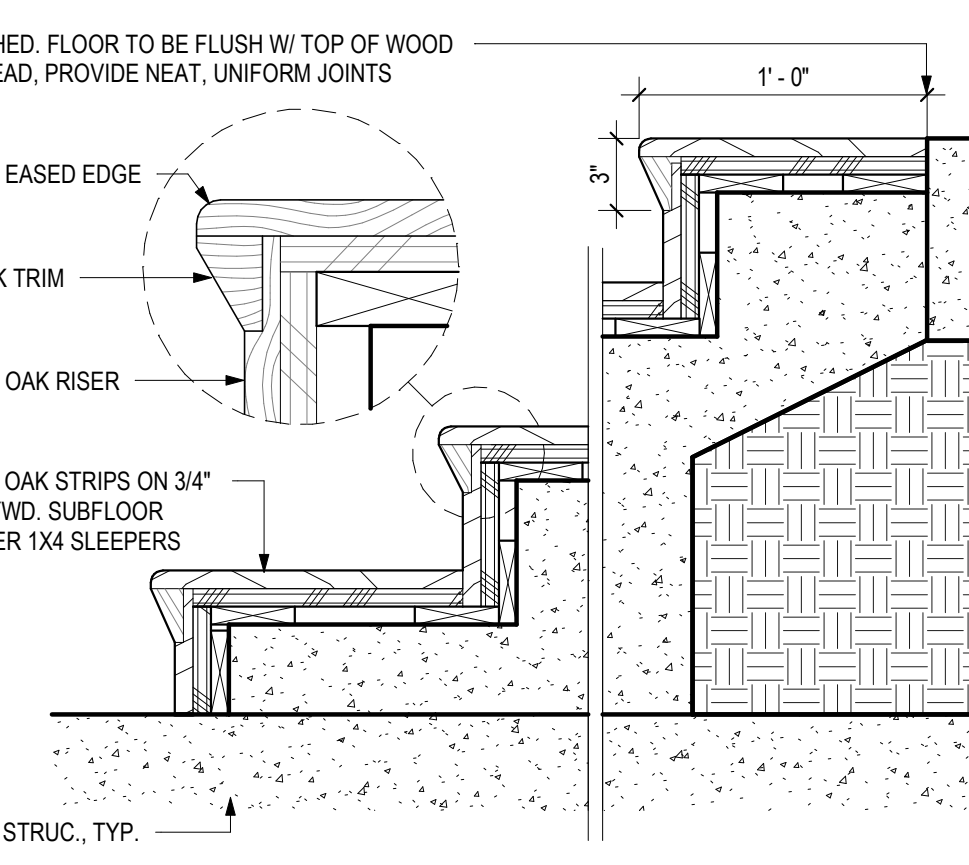
1 STAIR - LWR FLR @ RUBBER
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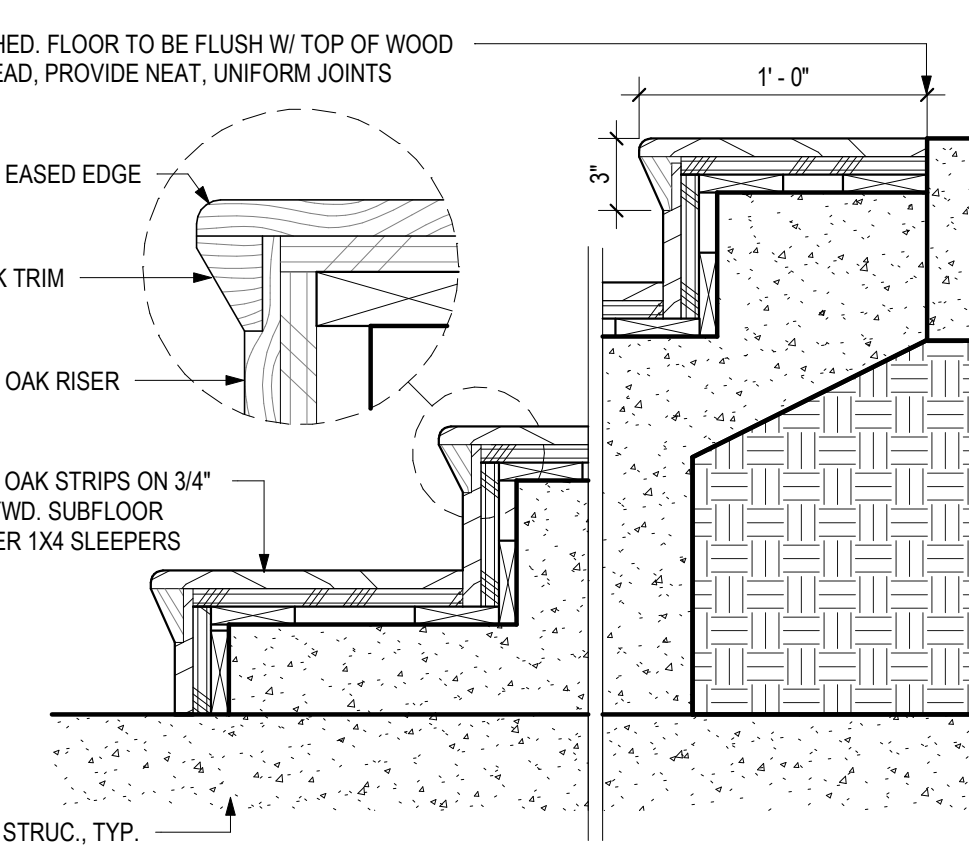
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



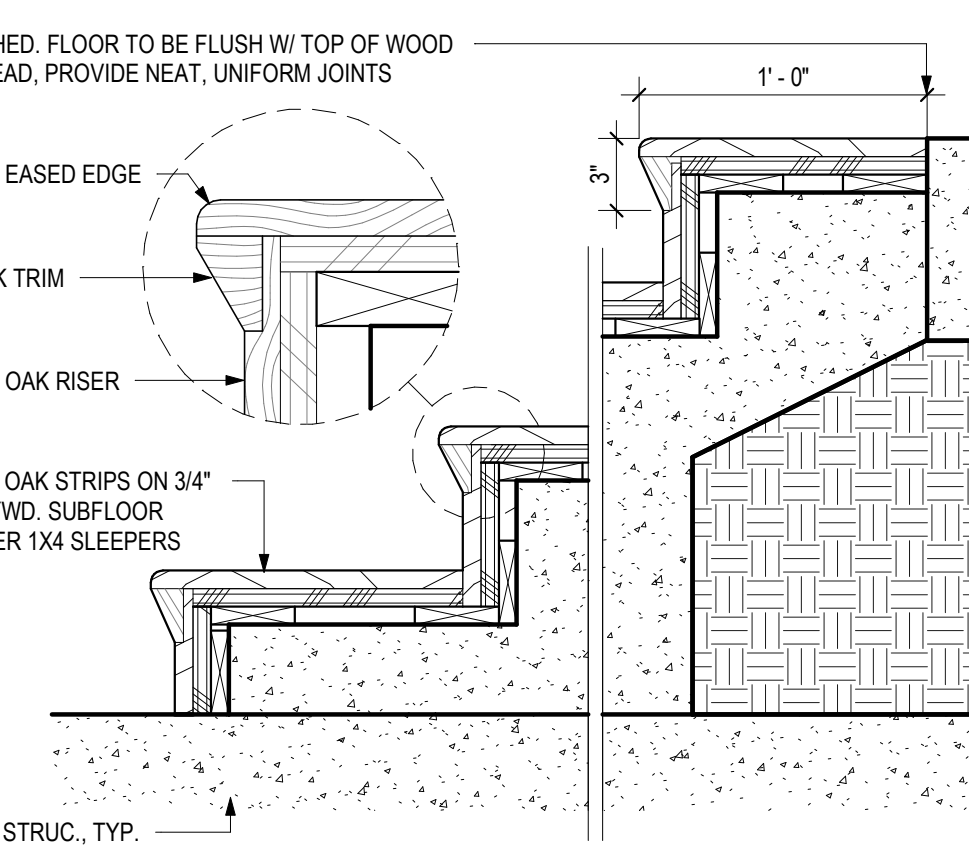
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



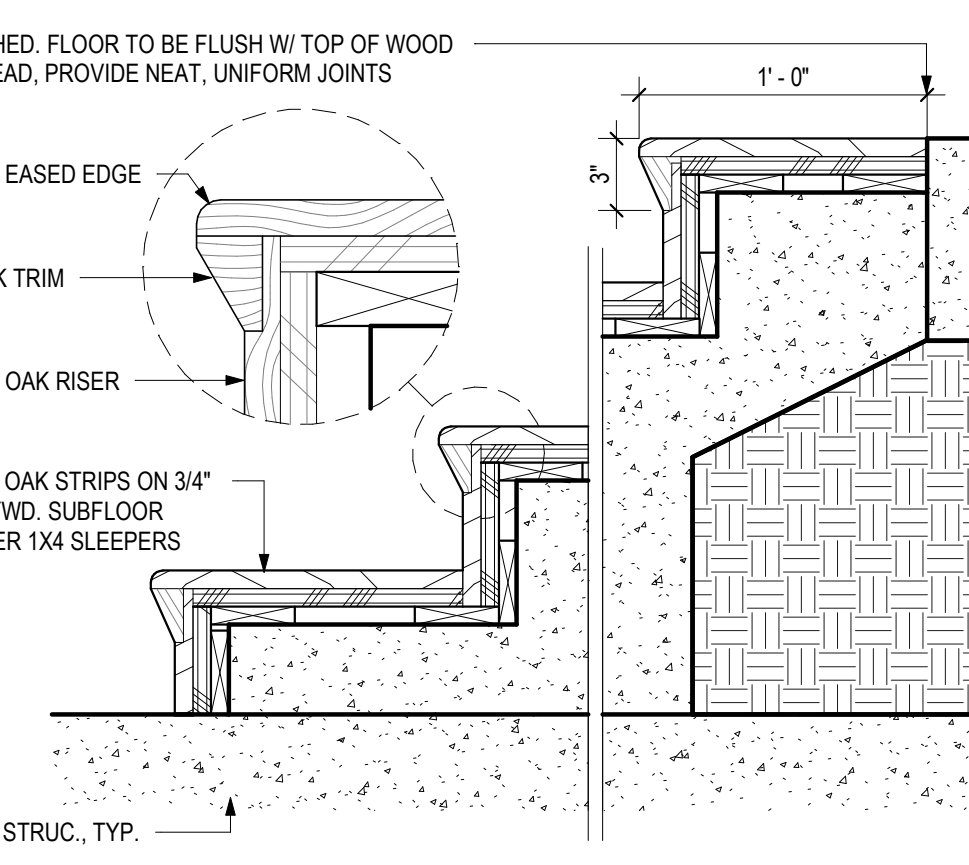
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



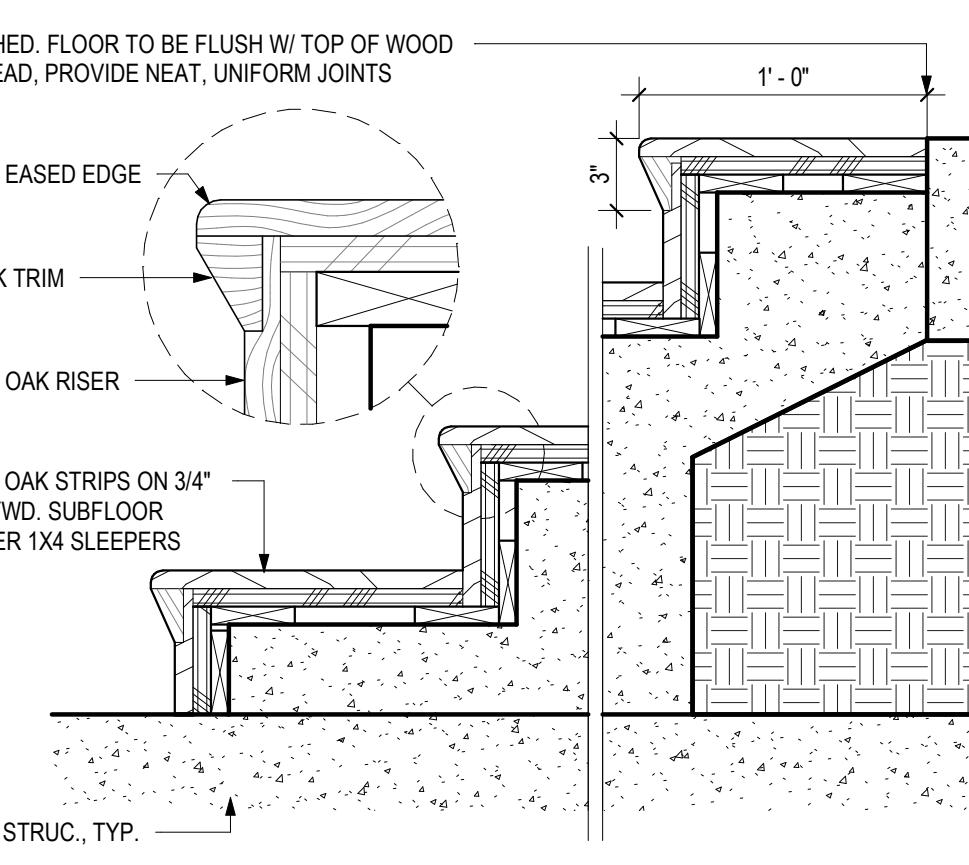
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



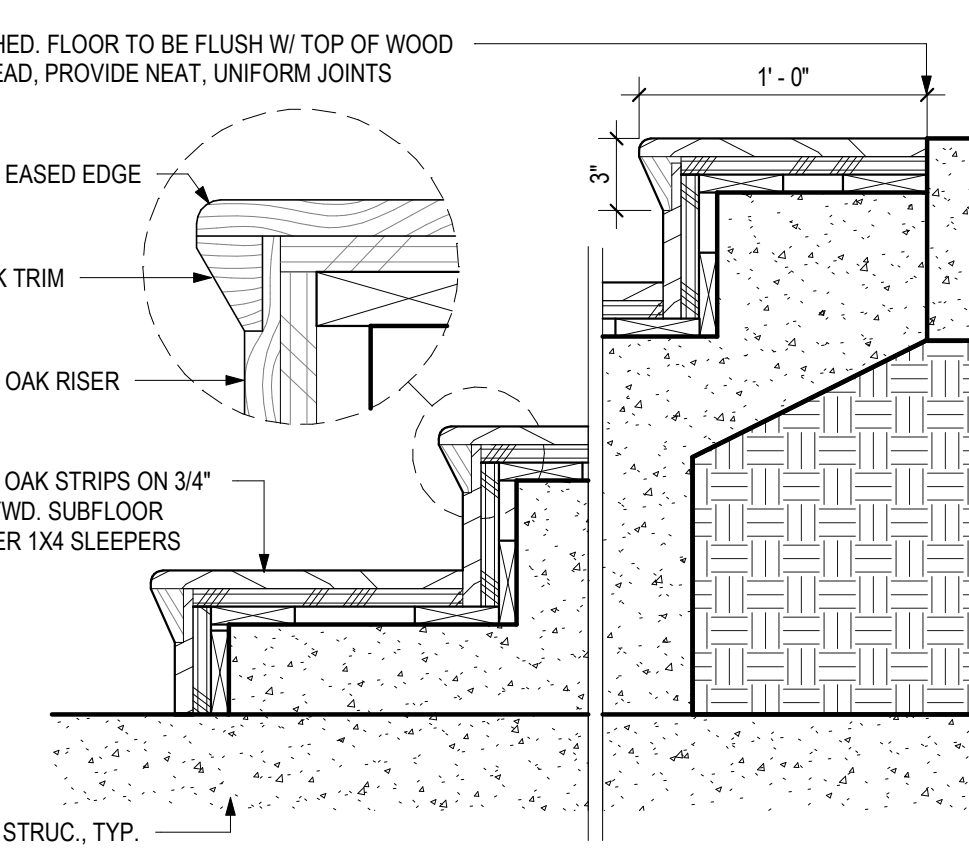
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



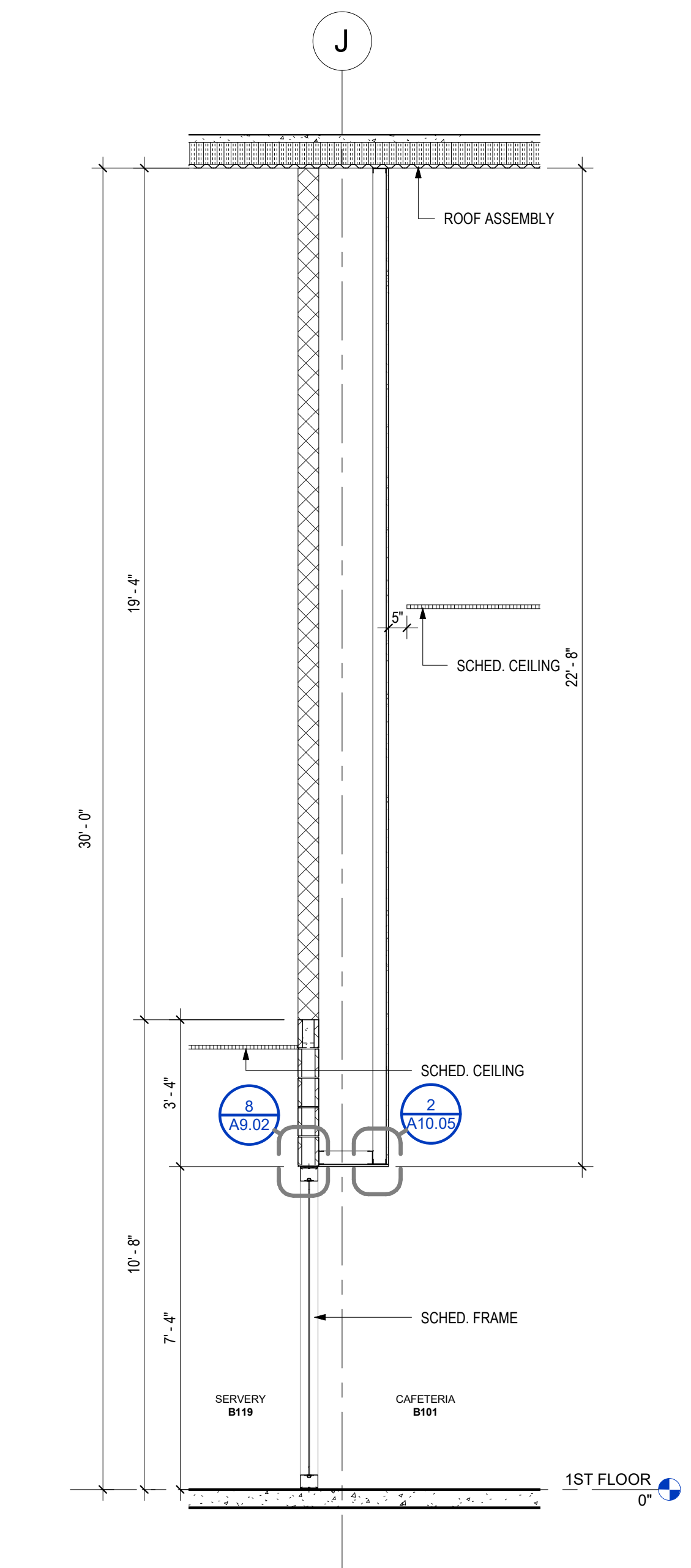
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



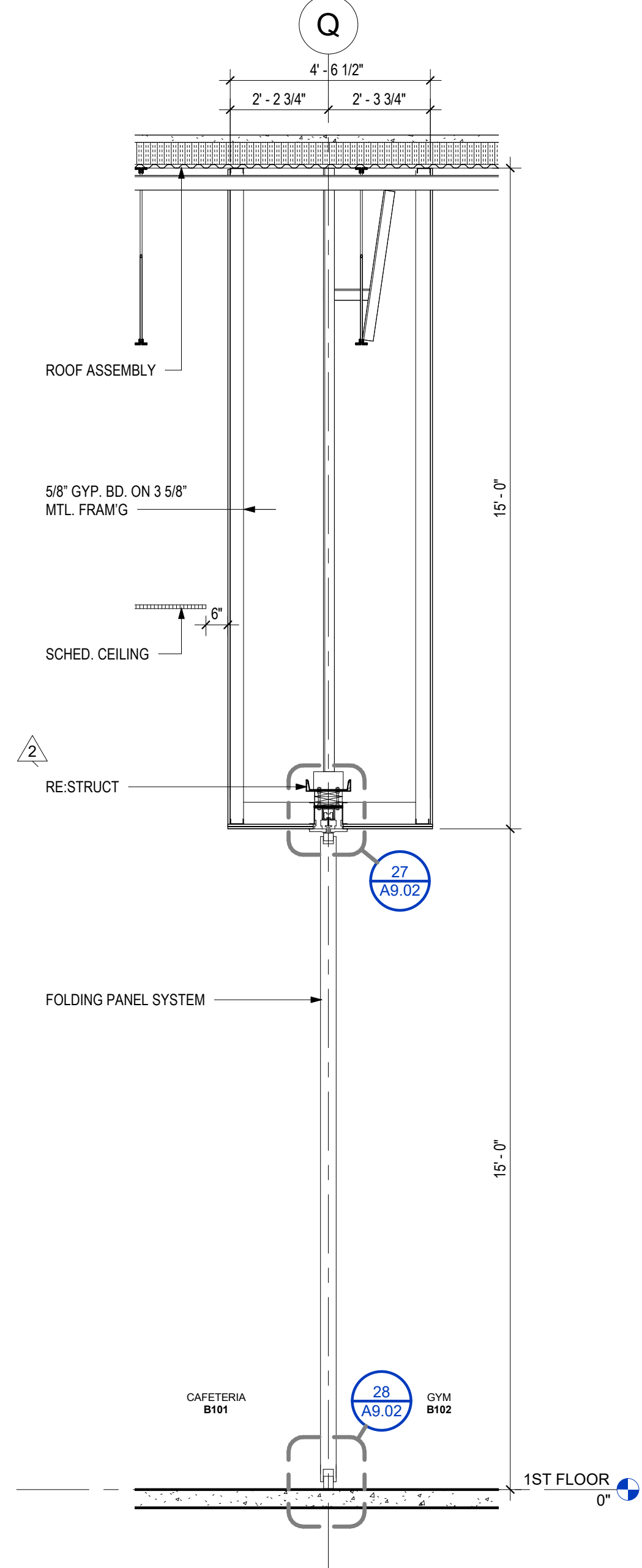
1 STAIR - LWR FLR @ RUBBER
 1 1/2" = 1'-0"



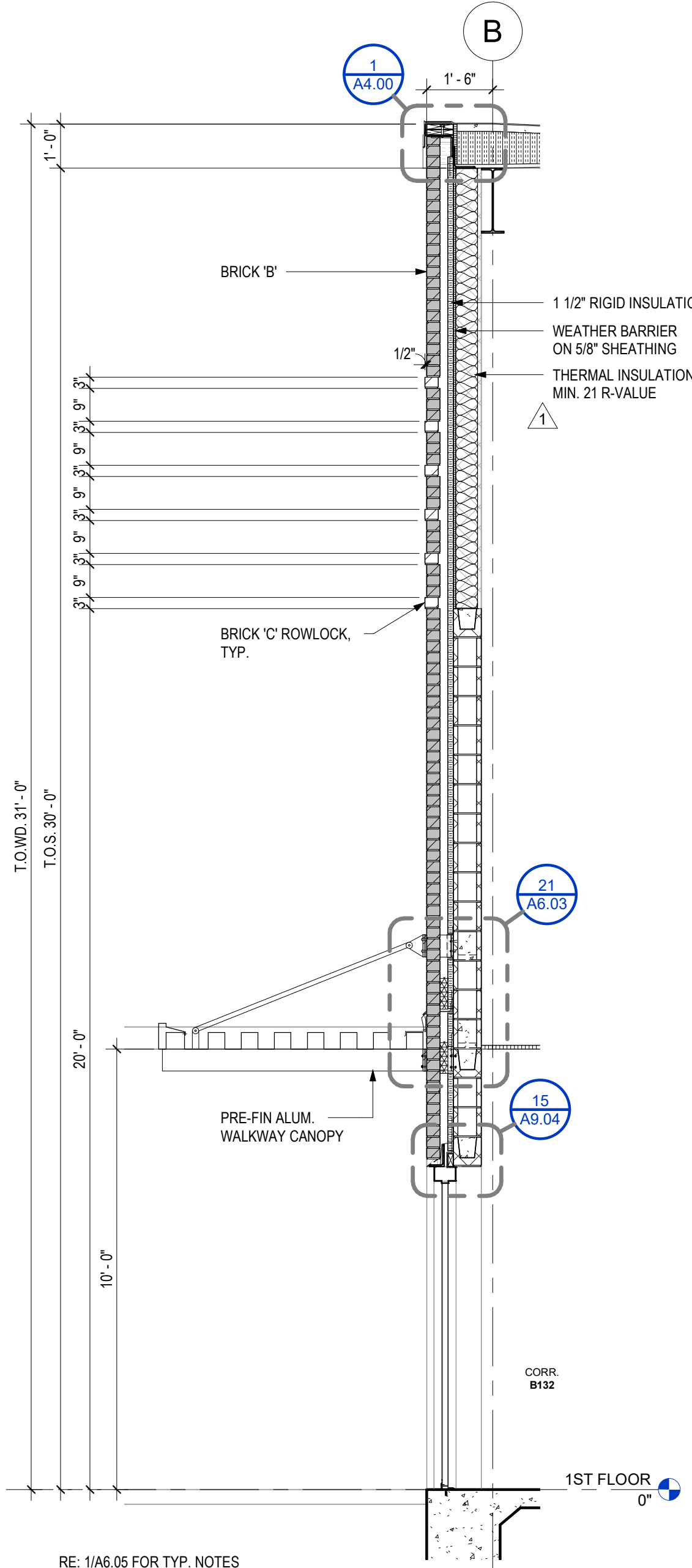
NOTE:
 ALL EXTERIOR INSULATED METAL DOORS TO MEET MINIMUM U-FACTOR, REFER TO A2.09 FOR DOOR SCHEDULES.
 ALL EXTERIOR GLAZING DOORS TO MEET MINIMUM 0.25 U-FACTOR AND SHGC 0.22. REFER TO A2.09 FOR DOOR SCHEDULES.
 ALL EXTERIOR WINDOWS, CURTAIN WALLS, STOREFRONTS TO MEET MINIMUM 0.49 U-FACTOR AND SHGC 0.22. REFER TO A2.10 FOR WINDOW SCHEDULES.



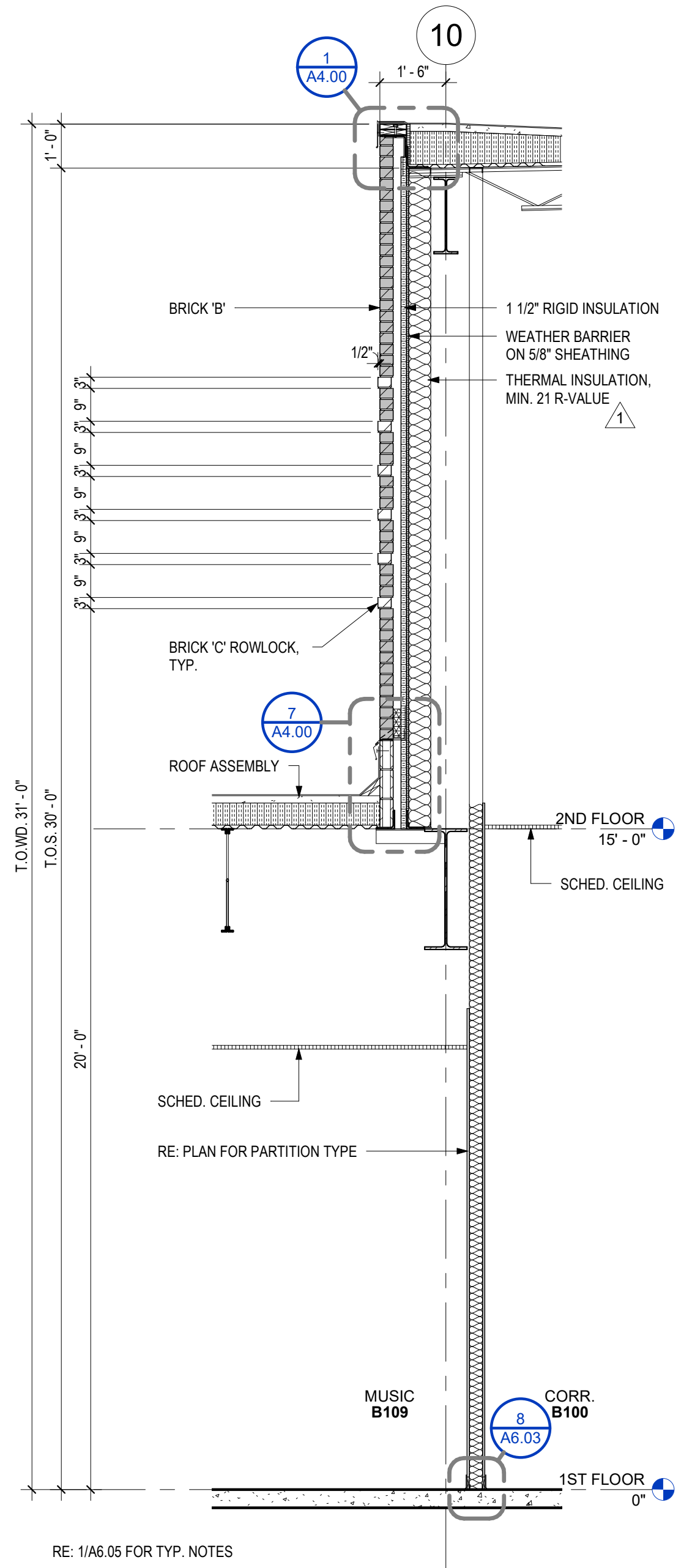
10 CMU-GYP - B119-E
3/8" = 1'-0"



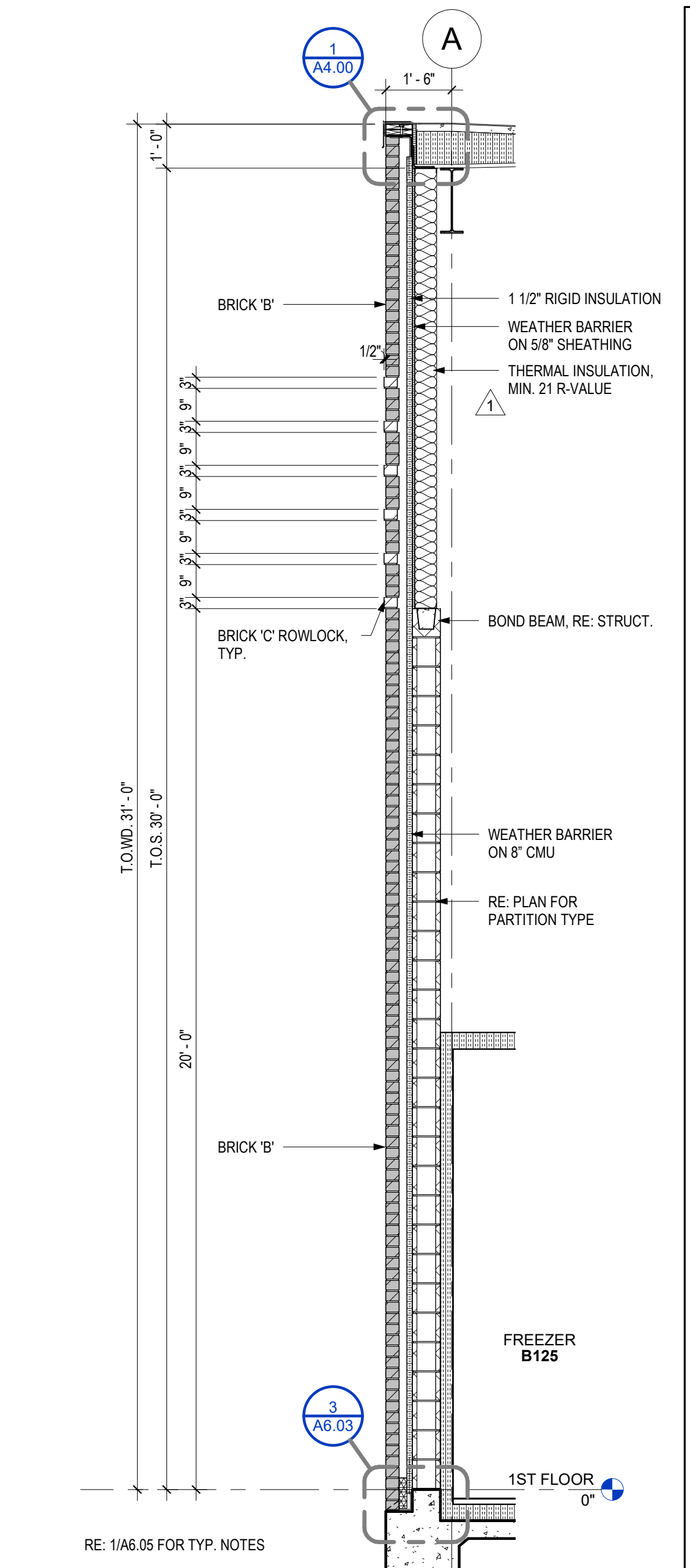
9 B102 - OPERABLE WALL
3/8" = 1'-0"



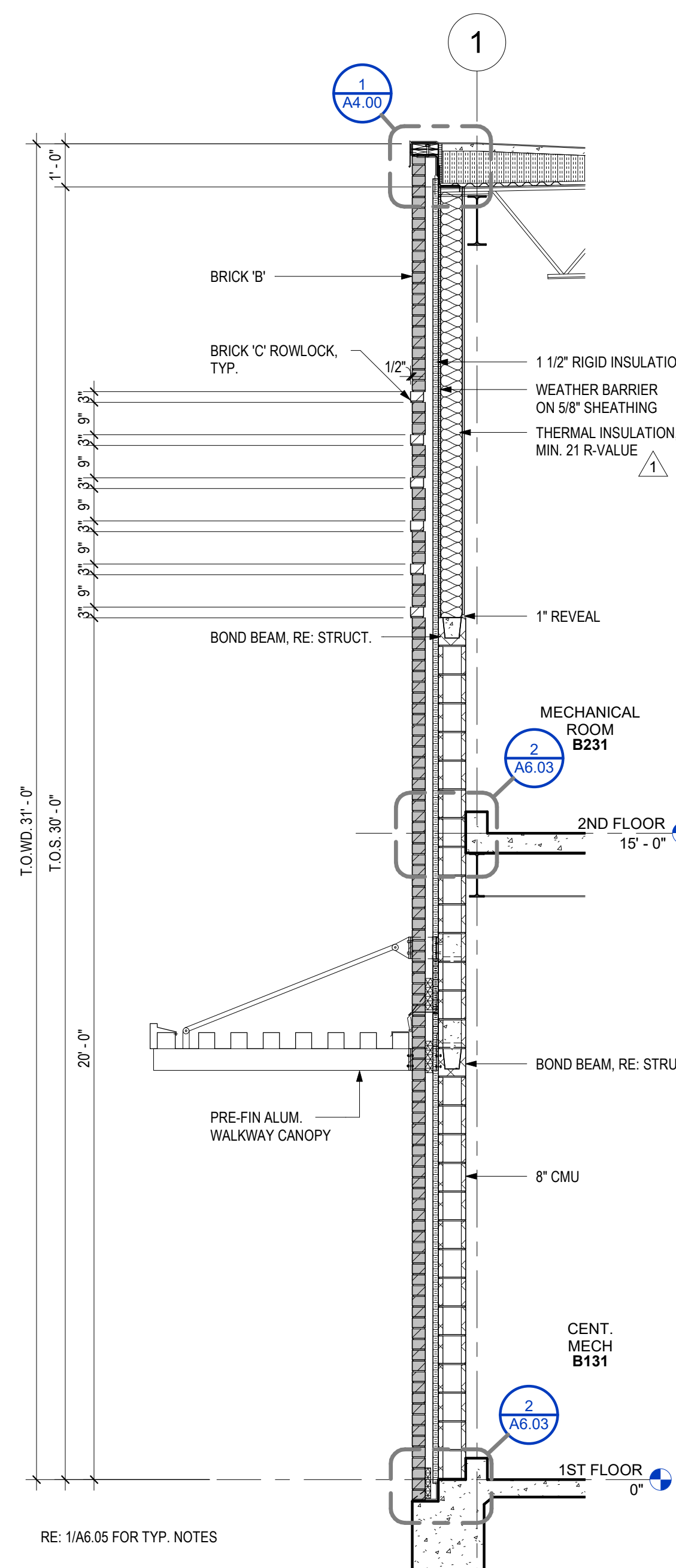
8 BRK-CMU - B132-W
3/8" = 1'-0"



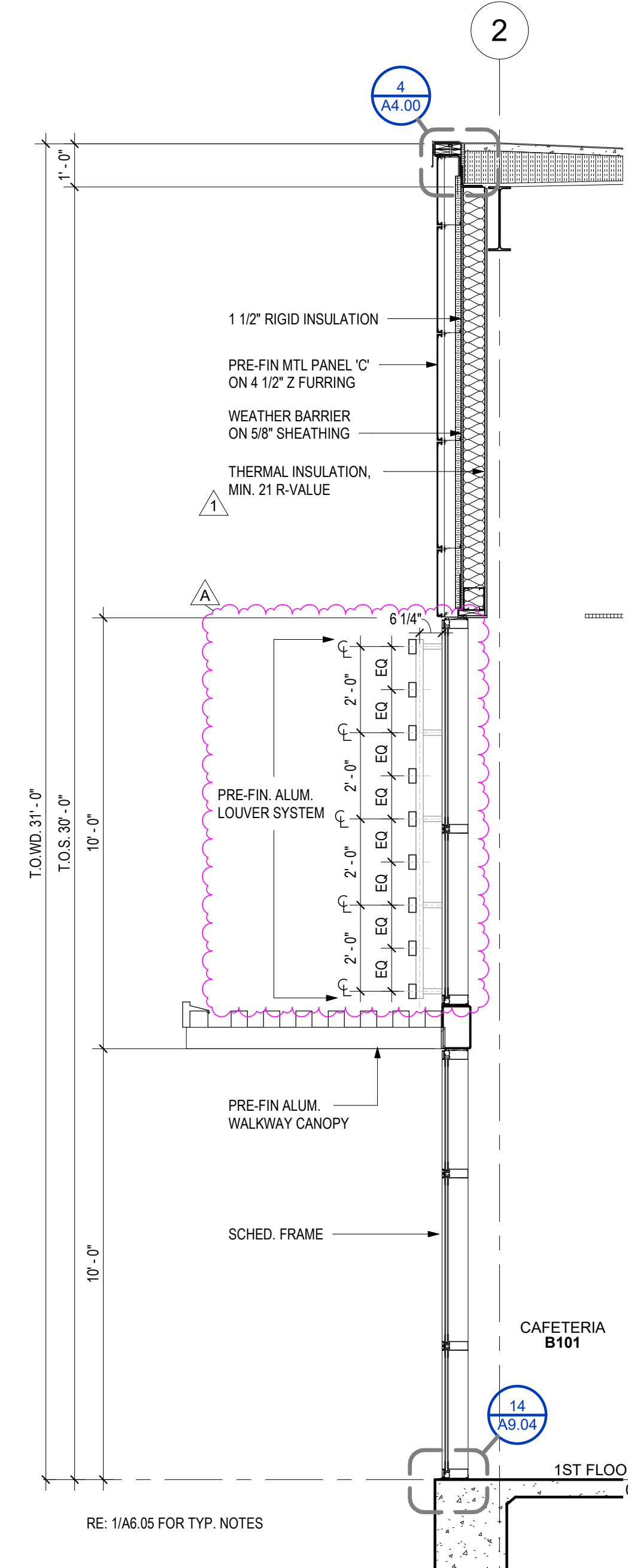
7 BRK-GYP - B100-N
3/8" = 1'-0"



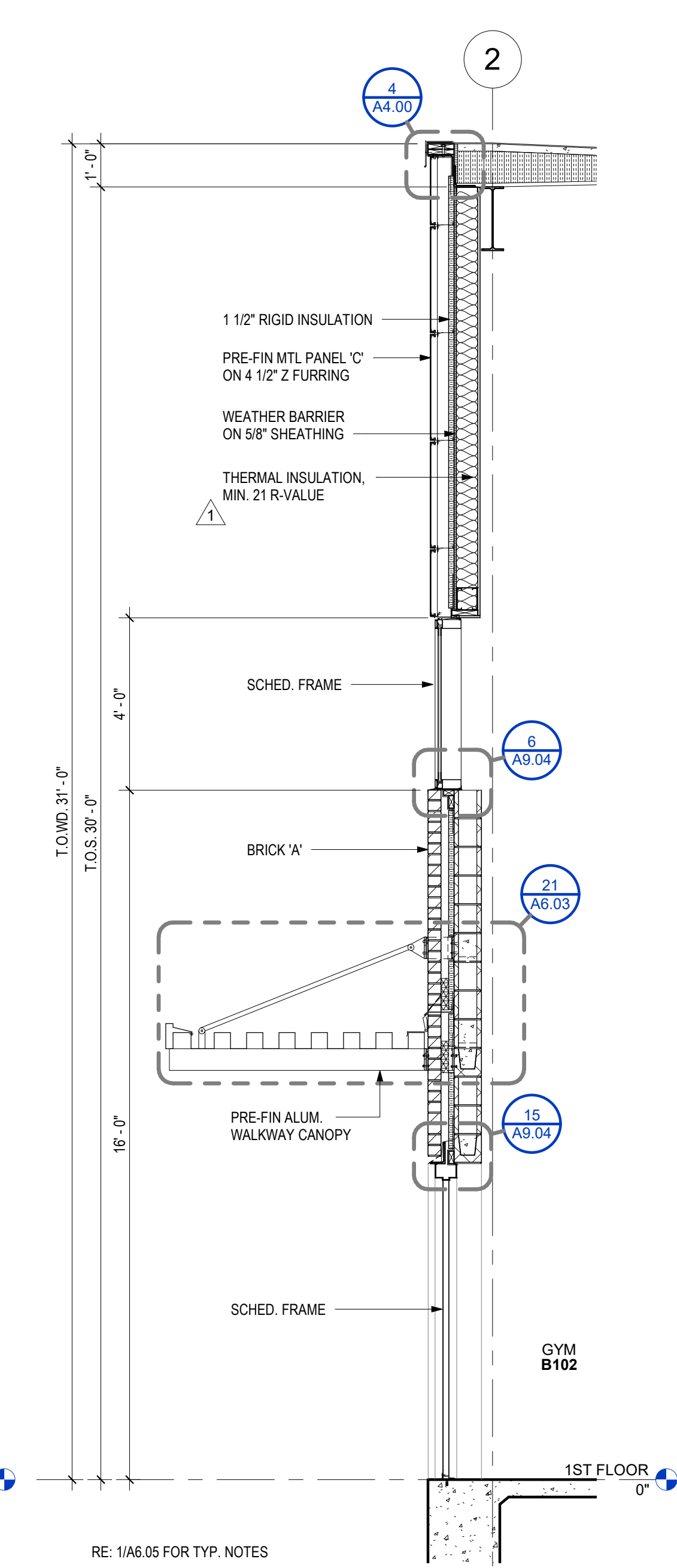
6 BRK-CMU - B125-W
3/8" = 1'-0"



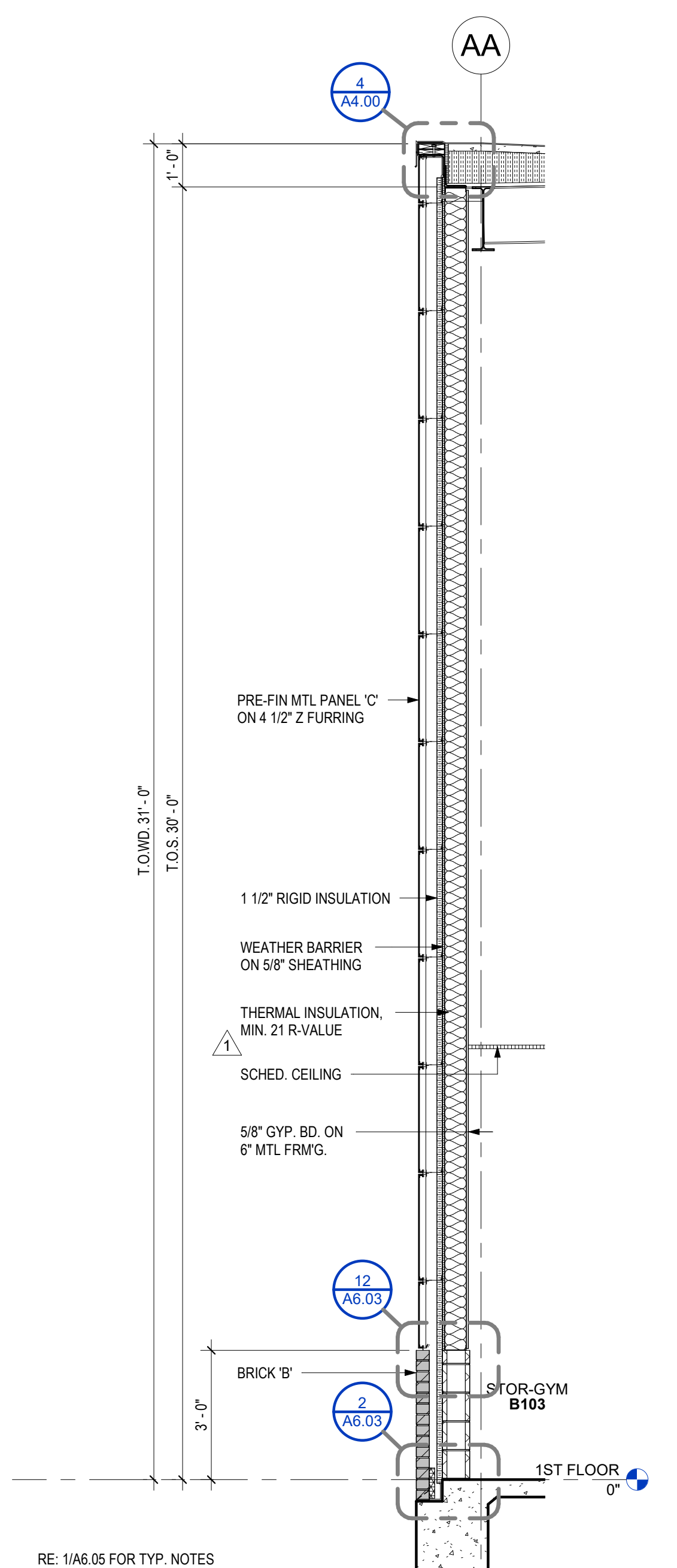
5 BRK-CMU - B131-S
3/8" = 1'-0"



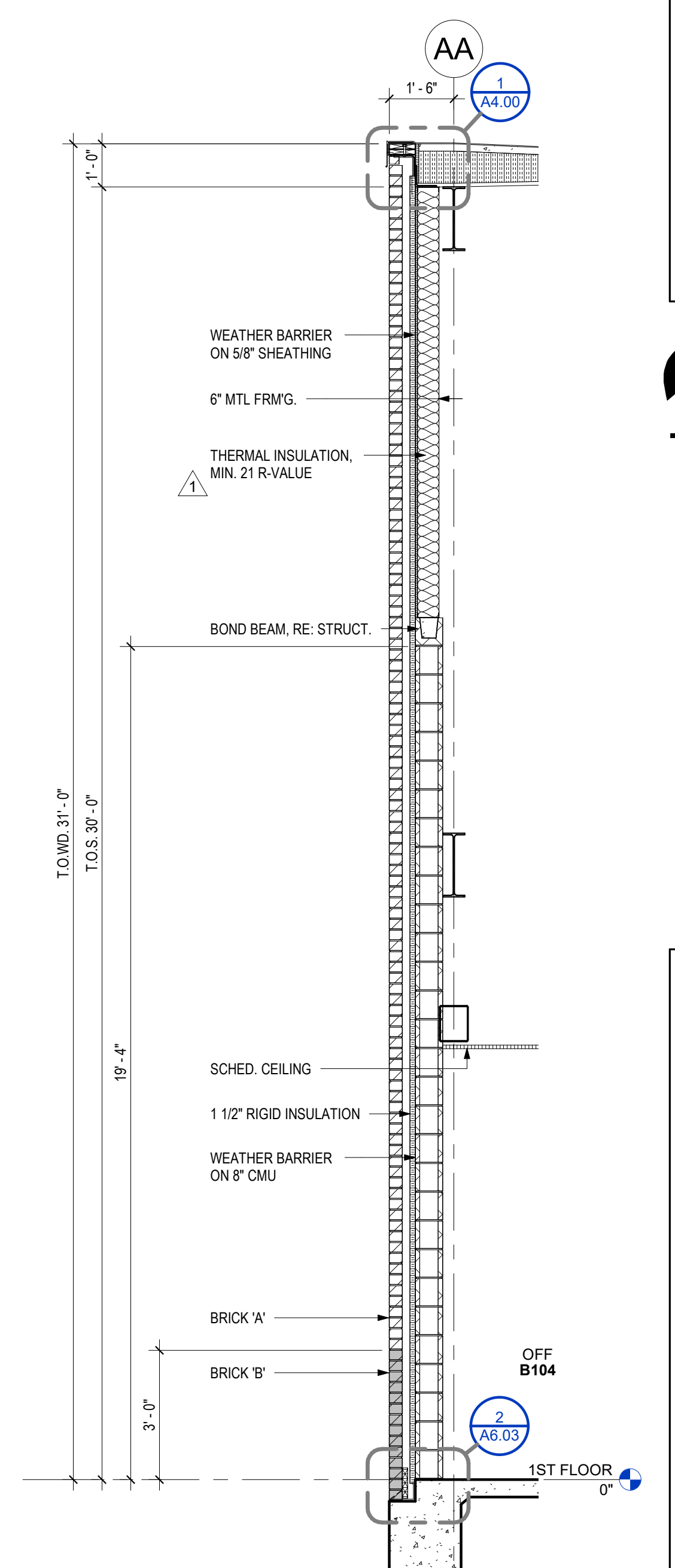
4 BRK-CMU - B101-S
3/8" = 1'-0"



3 BRK-CMU - B102-S
3/8" = 1'-0"

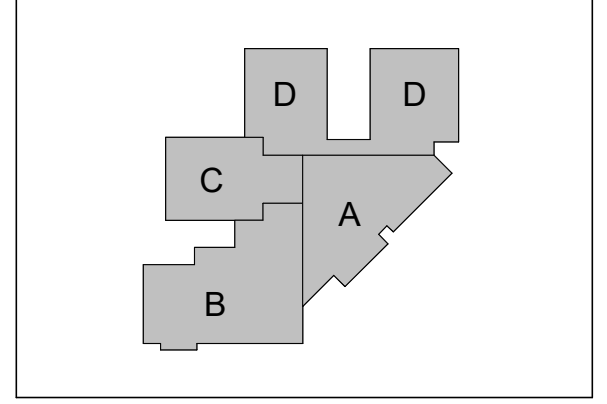


2 GEO PNL - B103-E
3/8" = 1'-0"



1 BRK-CMU - B104-E
3/8" = 1'-0"

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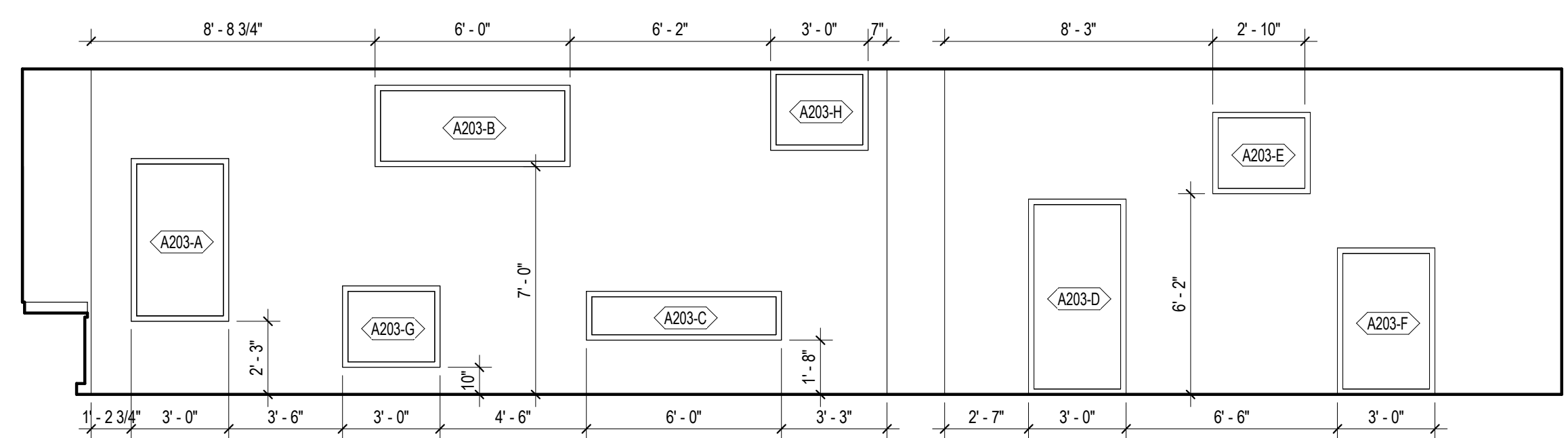


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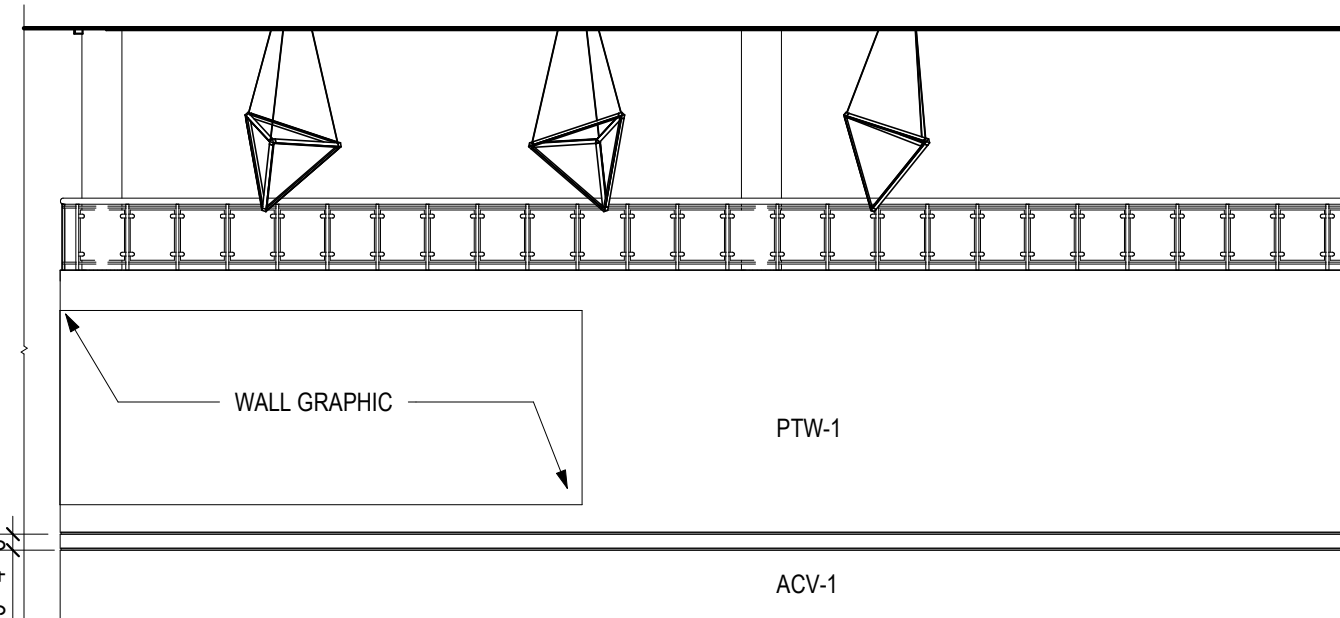
ARCADIS
 TEXAS ARCADIS INC.
 10205 WESTHEIMER SUITE 800
 HOUSTON, TX 77042
 TEL 281.286.6605, FAX 713.977.4620
 REGISTERED ARCHITECT
 STATE OF TEXAS
 15113
 2025-02-18

PROJECT #:	202301
DATE:	2025-02-18
DRAWN:	Author
CHECKED:	Checker
DATE:	ISSUE FOR BID
2025-02-18	2024-09-13
2024-09-13	2024-11-14
2024-11-14	2025-03-10
2025-03-10	ADD 01
ISSUED FOR BID	CITY COMMENTS 01
1	CITY COMMENTS 02
1	ADD 01
2	A

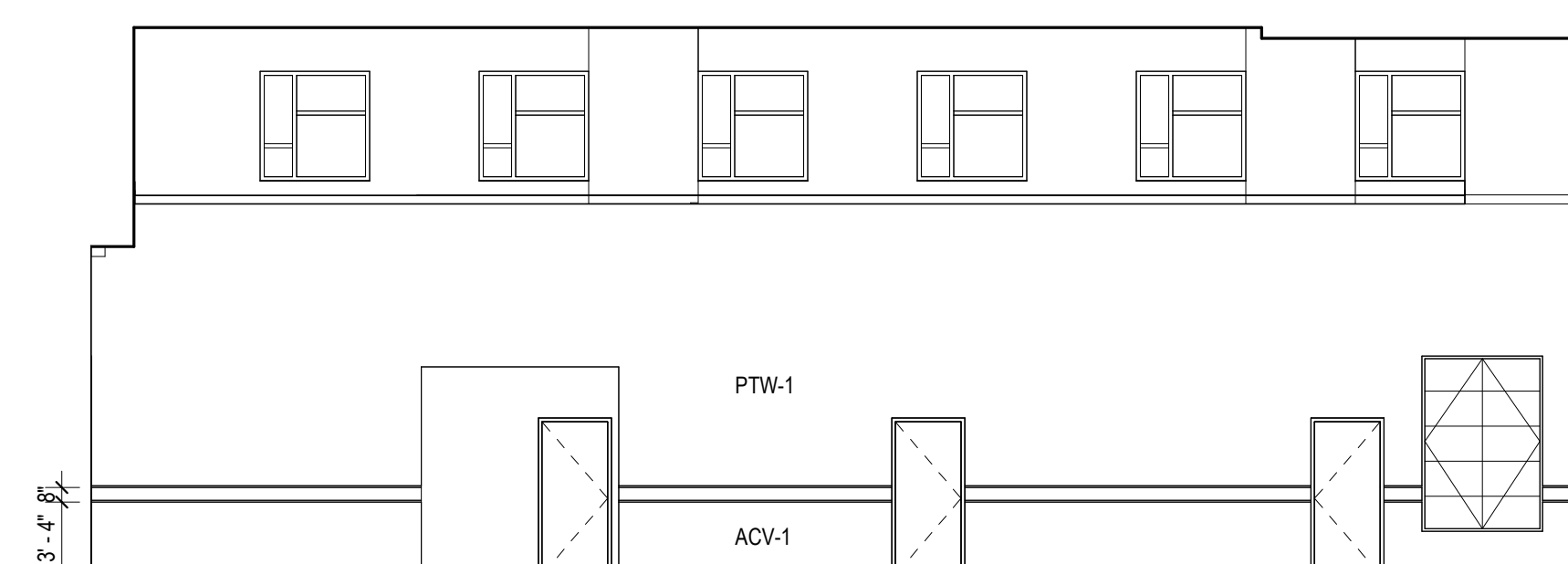
A6.05
 WALL SECTIONS



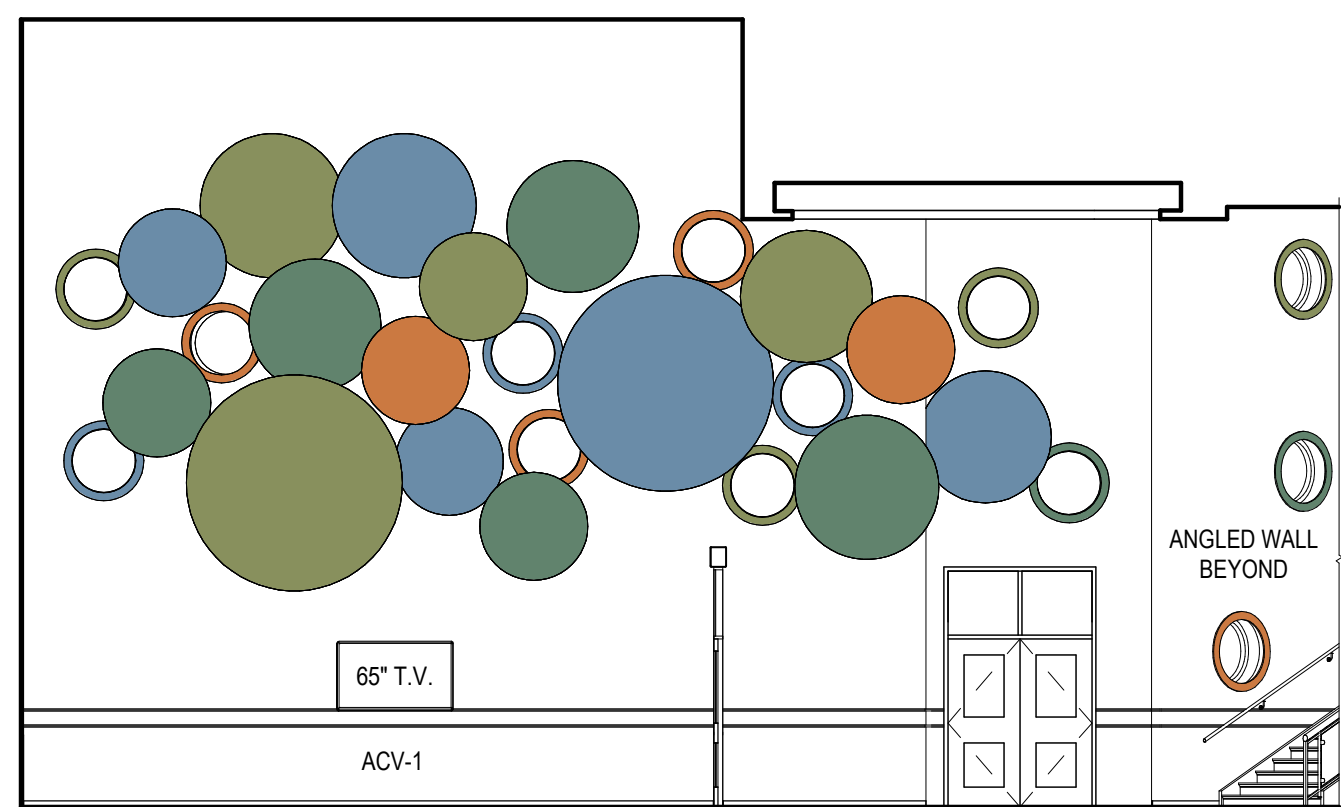
16 INT - LGI A203 - E
1/4" = 1'-0"



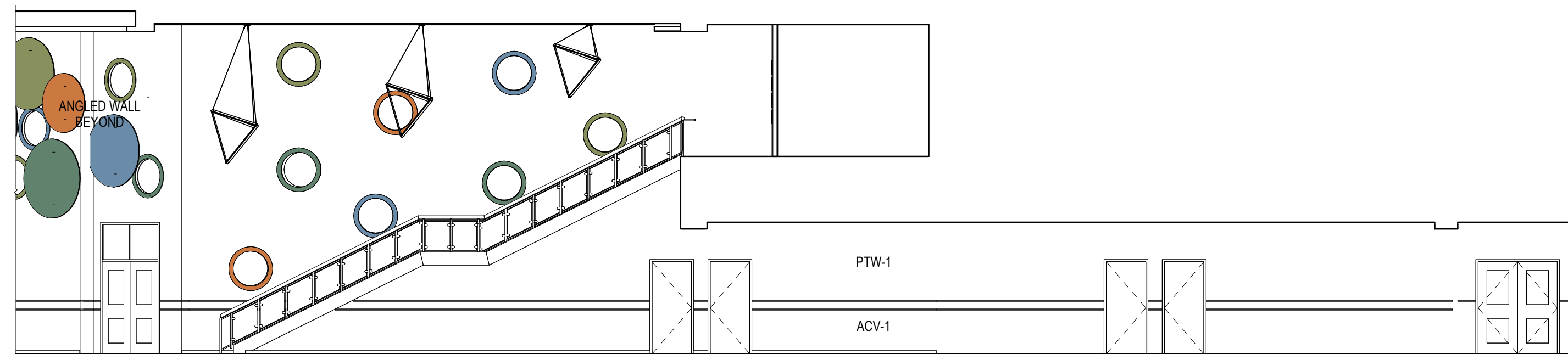
15 INT - CORR. A127 - W
1/8" = 1'-0"



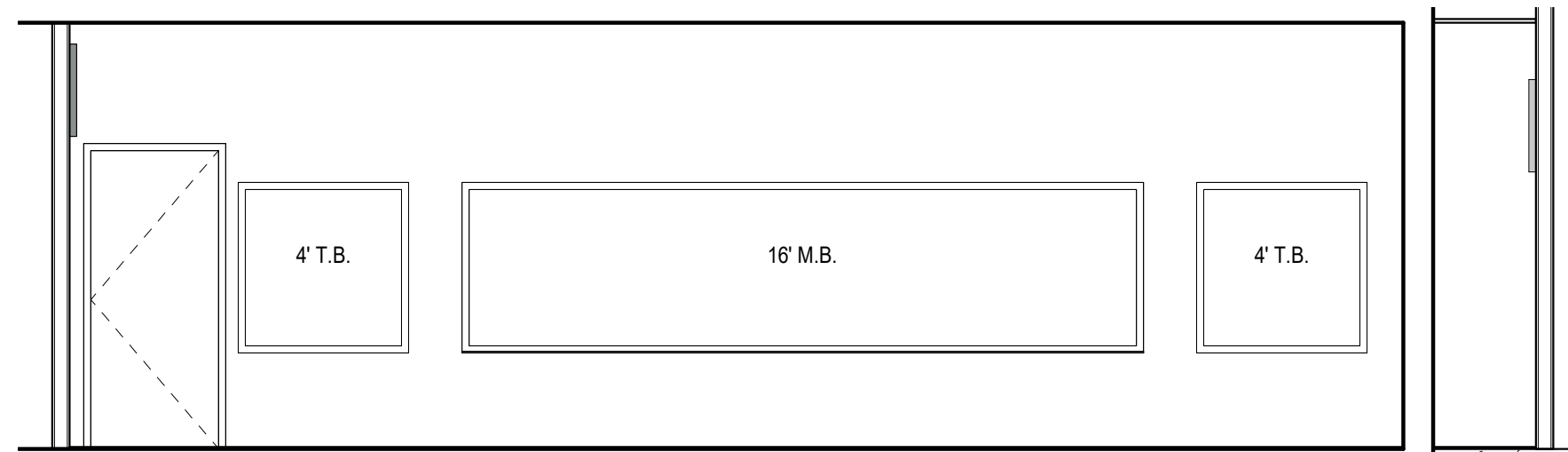
14 INT - CORR. A127 - E
1/8" = 1'-0"



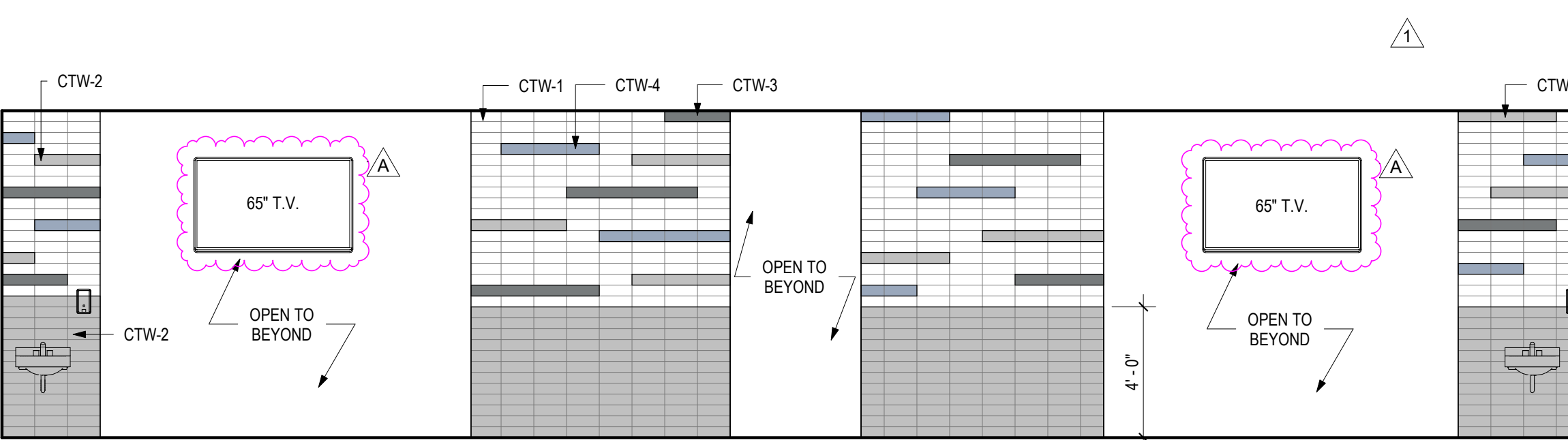
13 INT - SECURE VEST. A101 & LOBBY A100 - SW
1/8" = 1'-0"



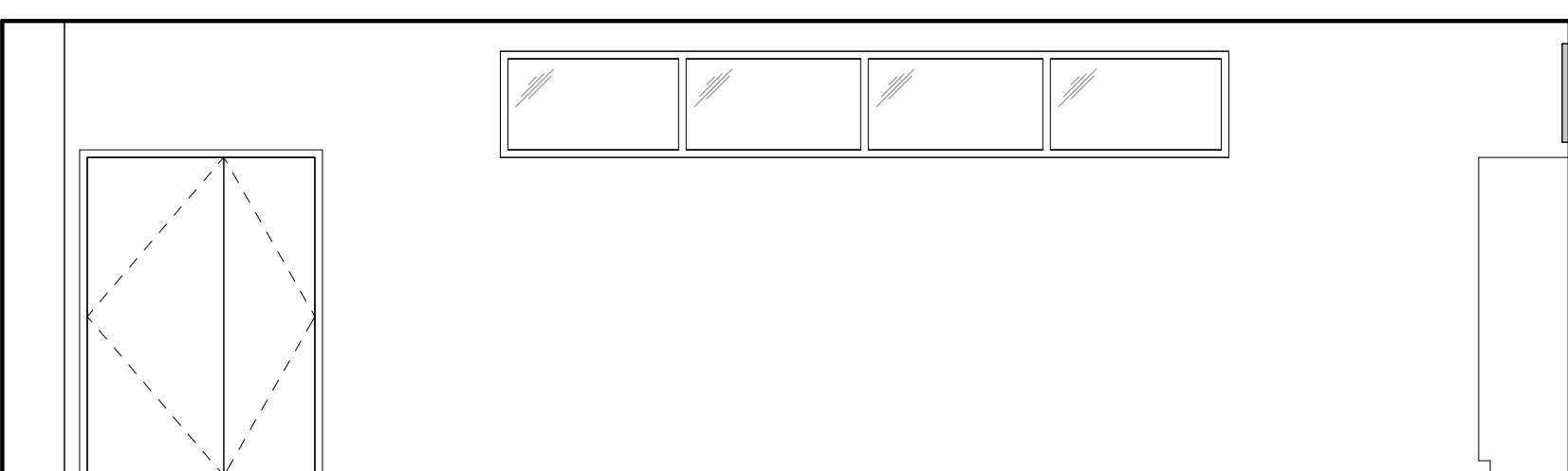
12 INT - CORR. A135 - S
1/8" = 1'-0"



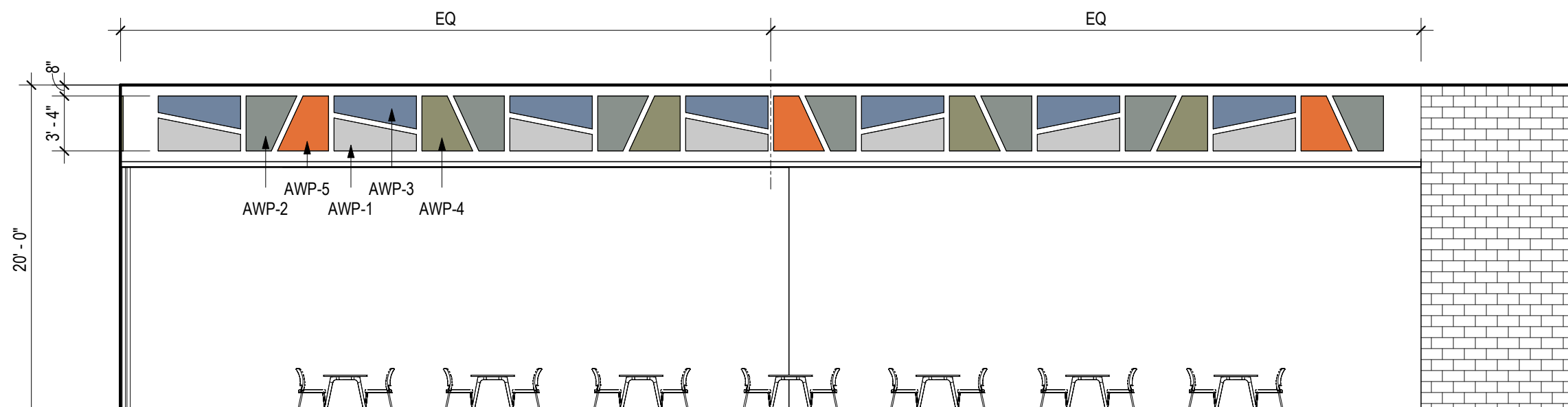
11 INT - MUSIC B109 - E
1/4" = 1'-0"



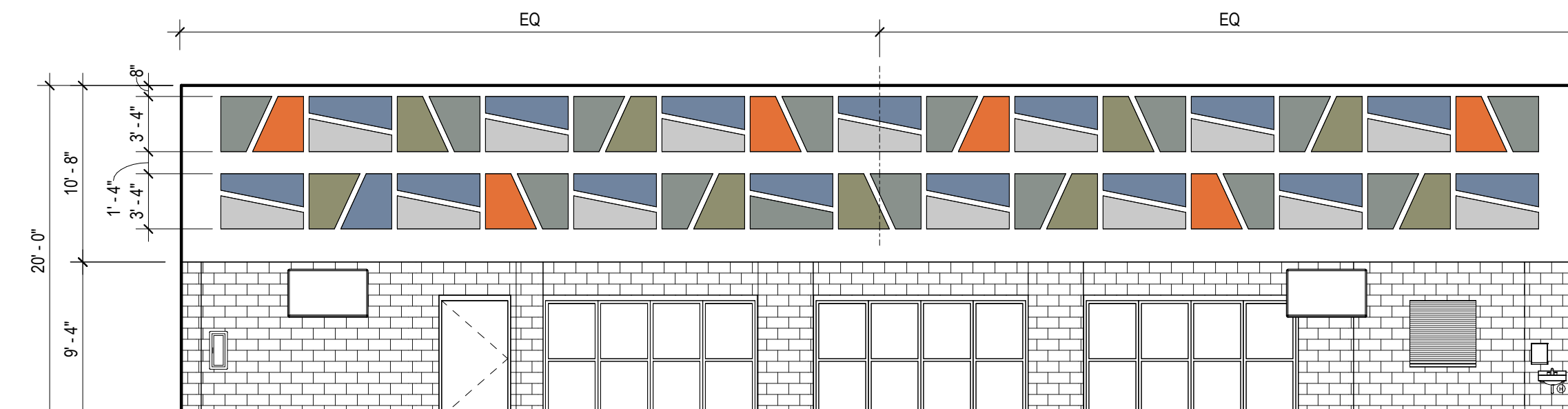
10 INT - SERVERY B119 - W
1/4" = 1'-0"



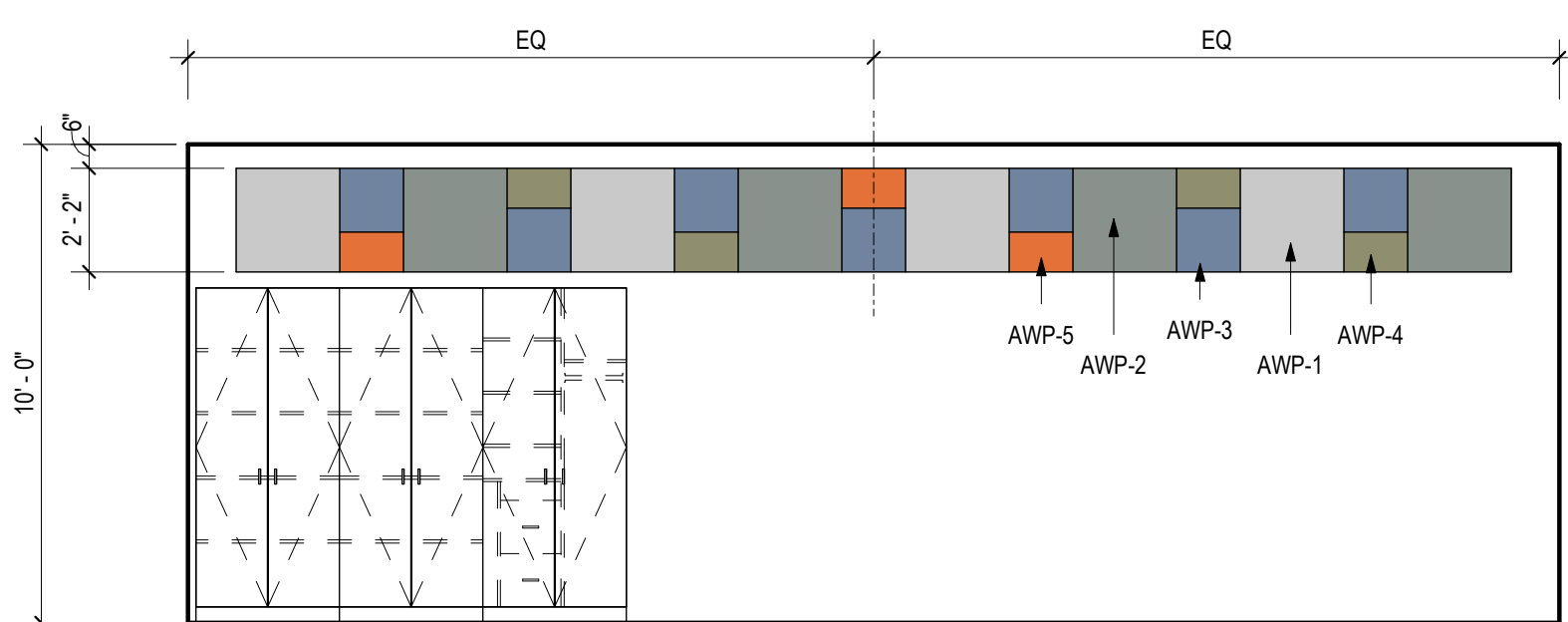
9 INT - MUSIC B109 - W
1/4" = 1'-0"



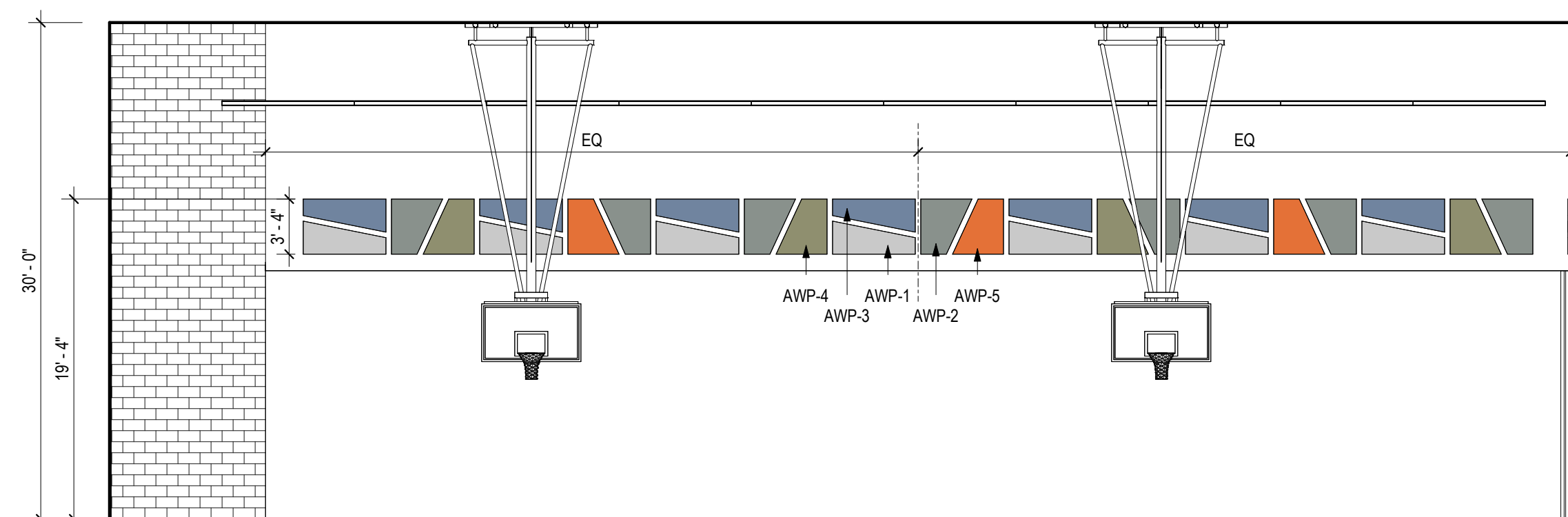
8 INT - CAFETERIA B101 - E
1/8" = 1'-0"



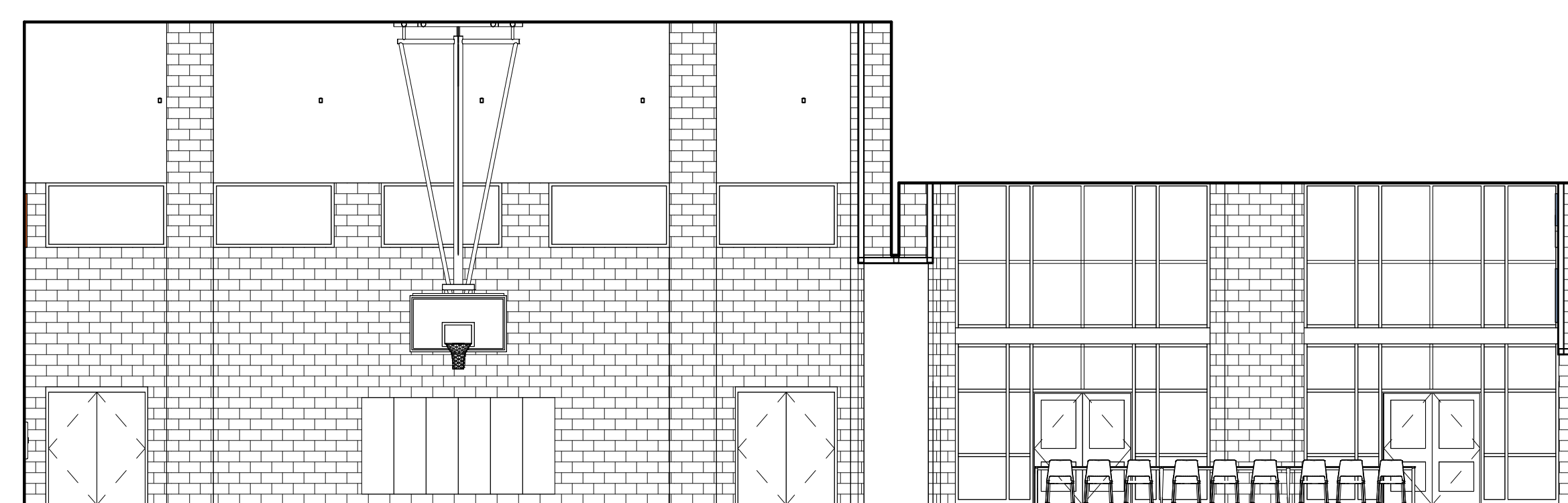
7 INT - CAFETERIA B101 - W
1/8" = 1'-0"



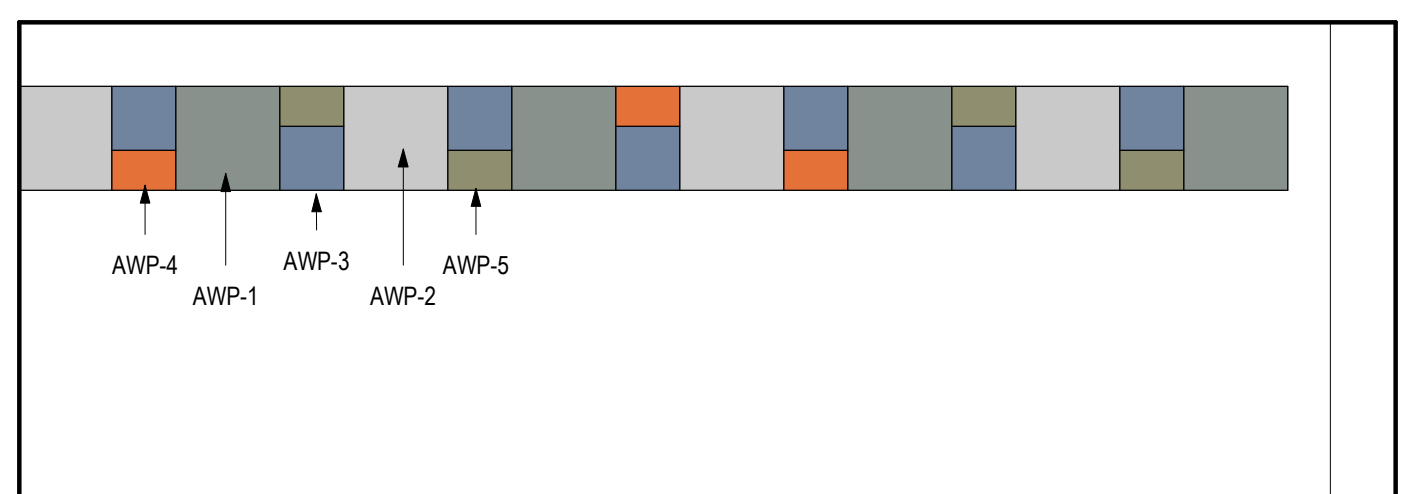
6 INT - MUSIC B109 - N
1/4" = 1'-0"



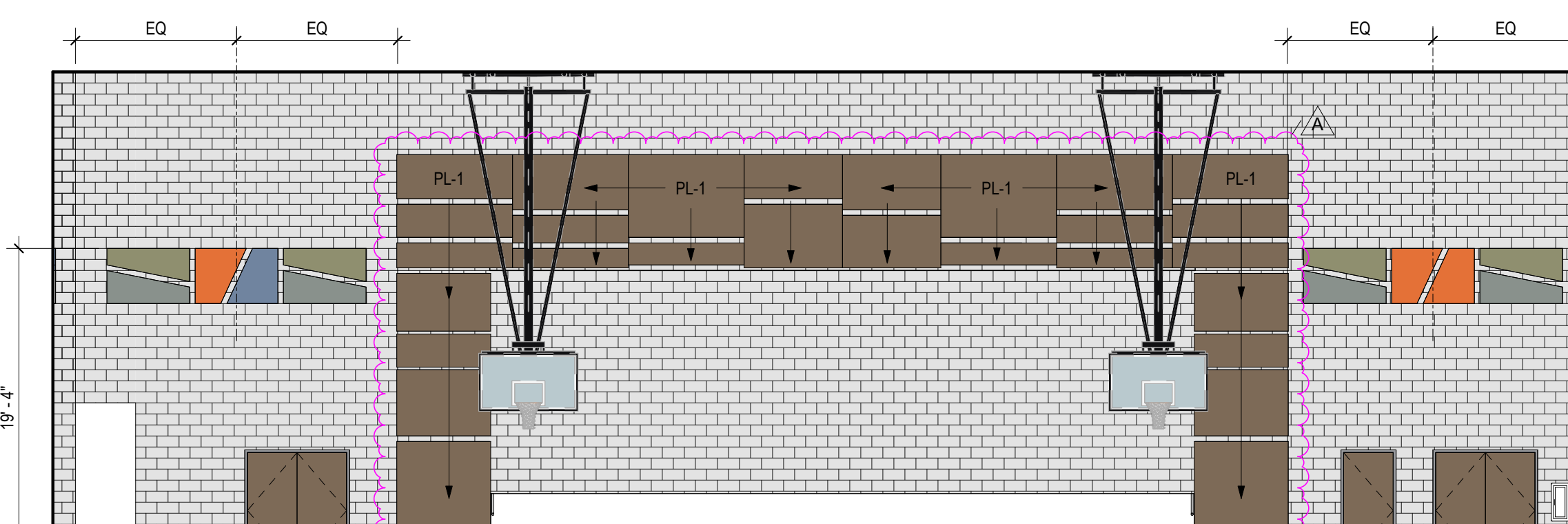
5 INT - GYM B102 - W
1/8" = 1'-0"



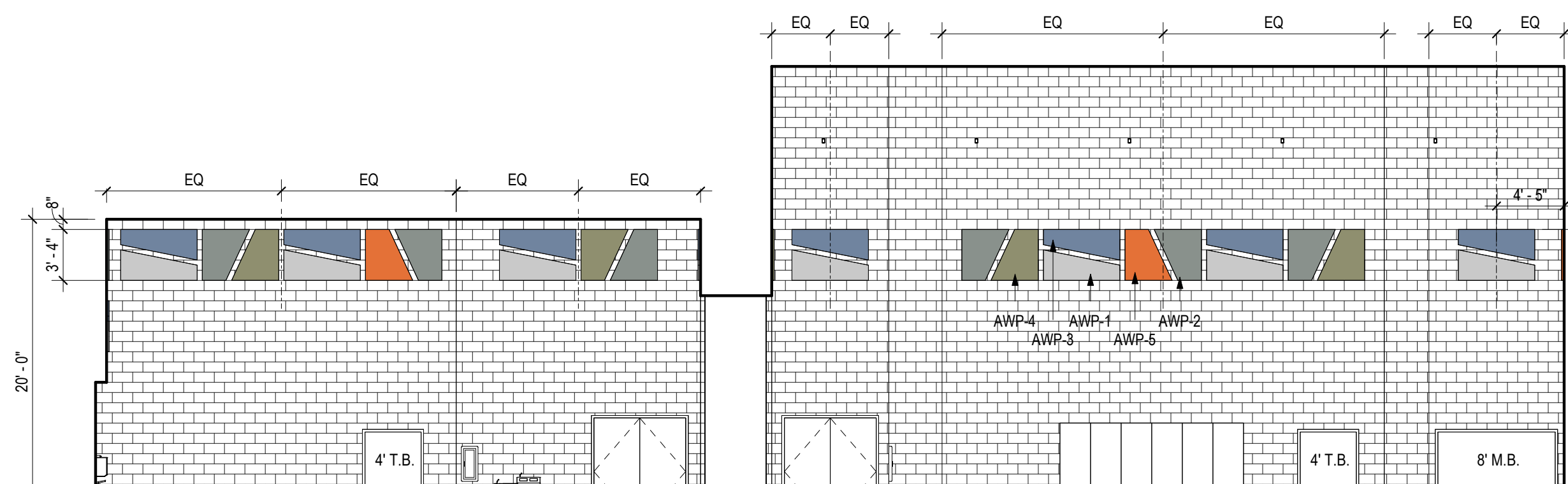
4 INT - CAFETERIA B101 / GYM B102 - S
1/8" = 1'-0"



3 INT - MUSIC B109 - S
1/4" = 1'-0"

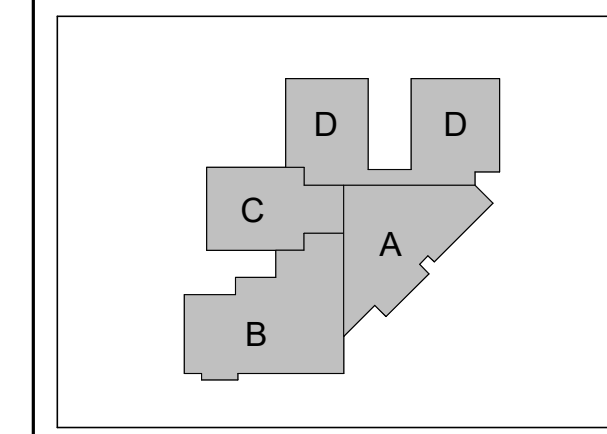


2 INT - GYM B102 - E
1/8" = 1'-0"



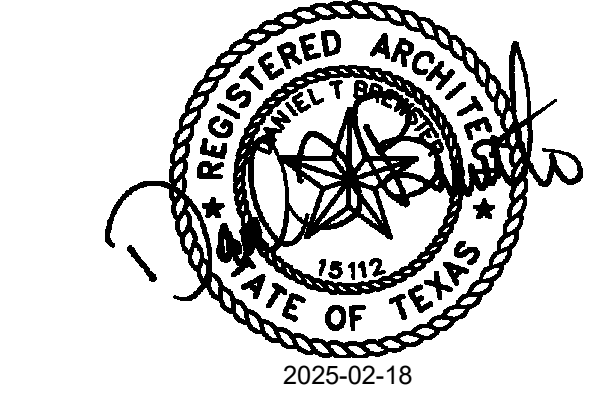
1 INT - CAFETERIA B101 / GYM B102 - N
1/8" = 1'-0"

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LANDSCAPE
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WILLIAMS ELEMENTARY SCHOOL
 PASADENA INDEPENDENT SCHOOL DISTRICT
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ARCADIS
 TEXAS ARCADIS INC.
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 tel 281.286.6605, fax 713.977.4620



PROJECT #:	202301
DATE:	2025-02-18
DRAWN:	Author
CHECKED:	Checker
DATE:	ISSUE
2025-02-18	ISSUED FOR BID
2024-09-13	CITY COMMENTS 01
2025-03-10	ADD 01

A7.08
 INTERIOR ELEVATIONS



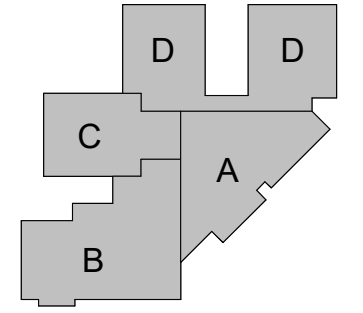
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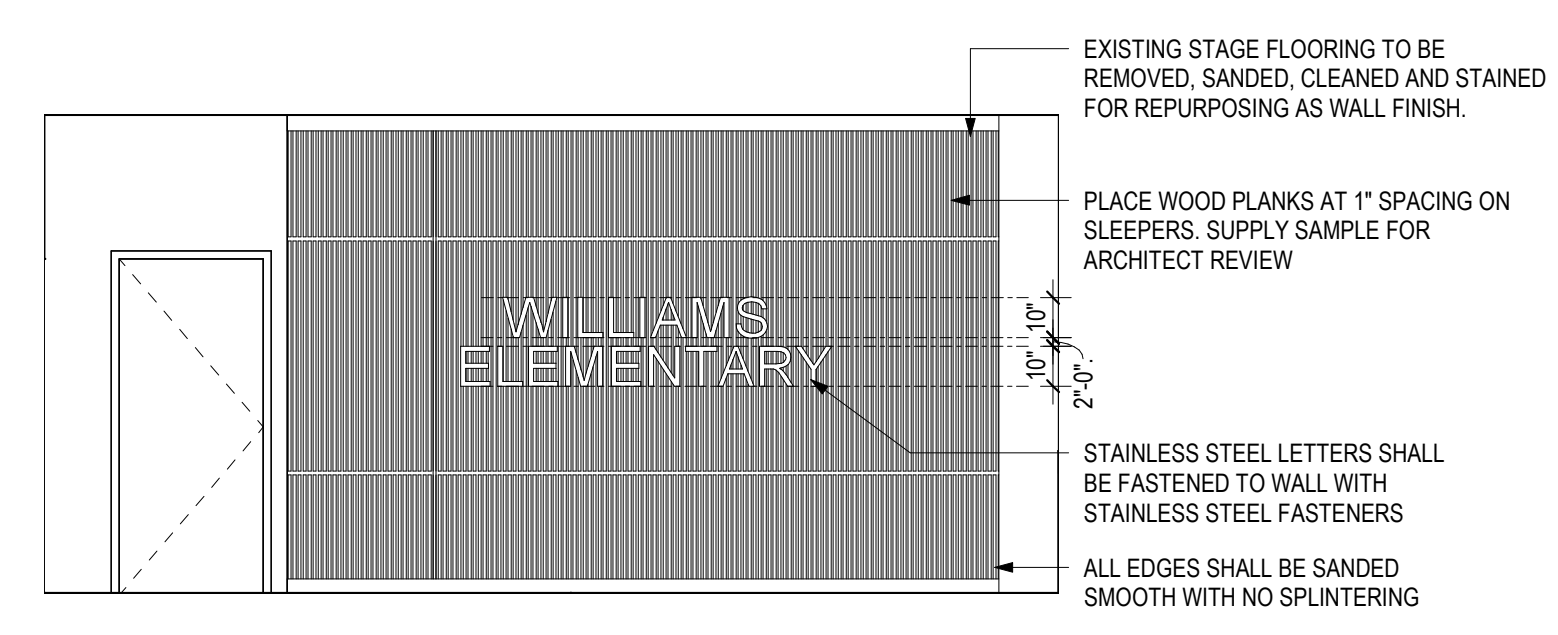
LANDSCAPE
 MARY L. GOLDSBY ASSOCIATES
 112 NORTHWOOD STREET
 HOUSTON, TEXAS 77009
 Tel: 713.802.2799



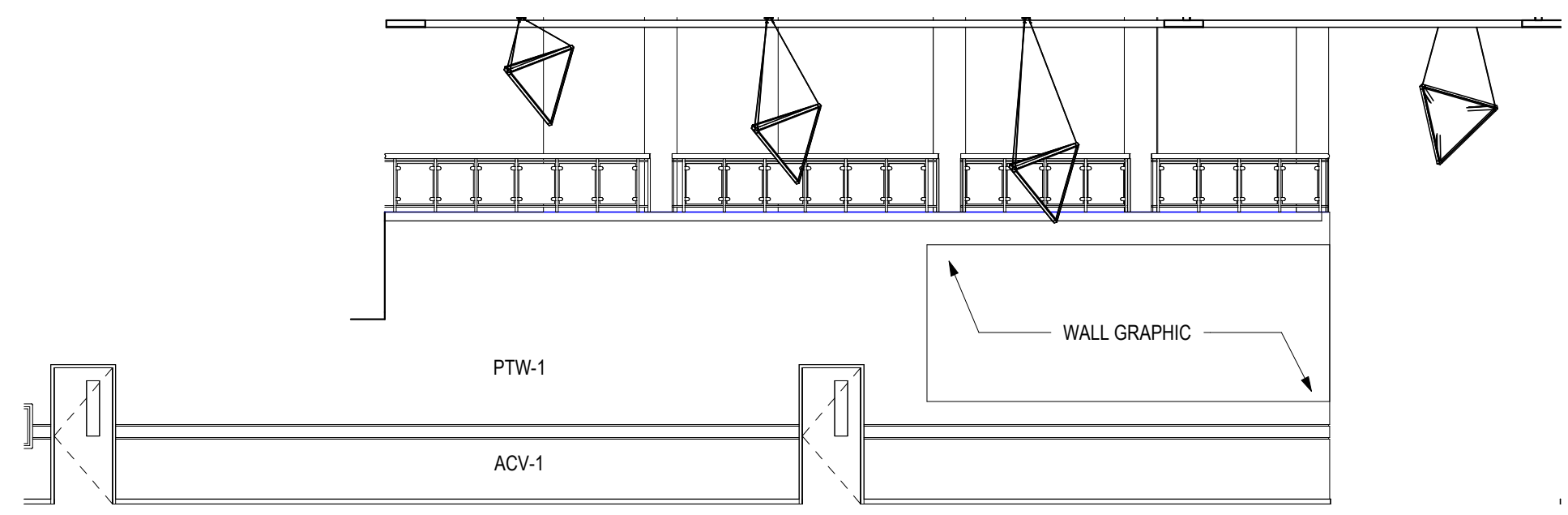
**WILLIAMS ELEMENTARY
 SCHOOL**
 PASADENA INDEPENDENT SCHOOL DISTRICT
 2262 Allen Genoa Rd, Houston, TX 77017



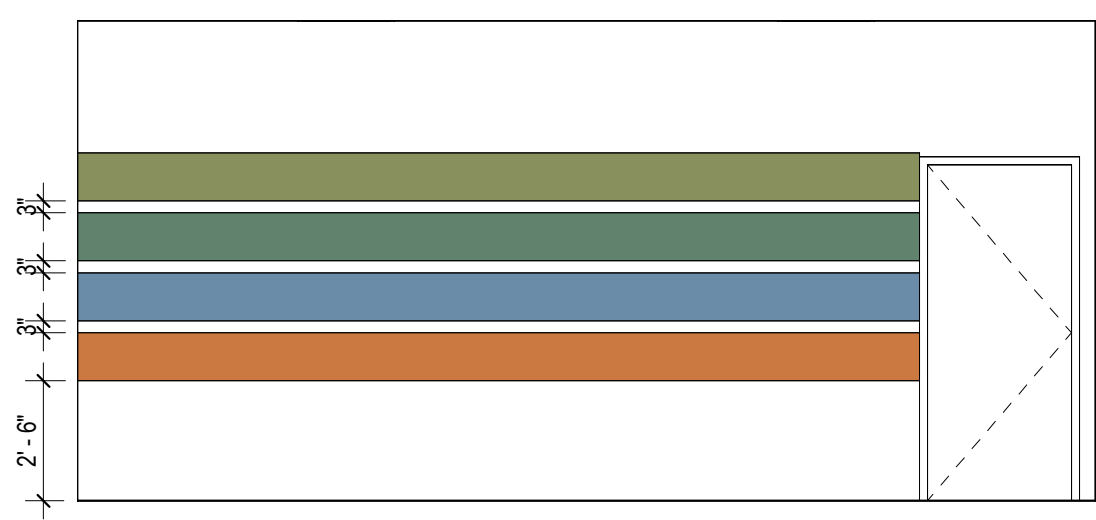
TEXAS ARCADIS INC.
 10205 WESTHEIMER SUITE 800
 HOUSTON, TX 77042
 tel 281.286.6605, fax 713.977.4620



3 INT - RECEPTION A102 - NE
 1/4" = 1'-0"



2 INT - CORR. A135 - N 2
 1/8" = 1'-0"



1 INT - CORR. A200 - W
 1/4" = 1'-0"

PROJECT #:	202301
DATE:	2025-02-18
DRAWN:	Author
CHECKED:	Checker
DATE	ISSUE
2025-02-18	ISSUED FOR BID
2025-03-10	ADD 01
	A

A7.09
 INTERIOR
 ELEVATIONS



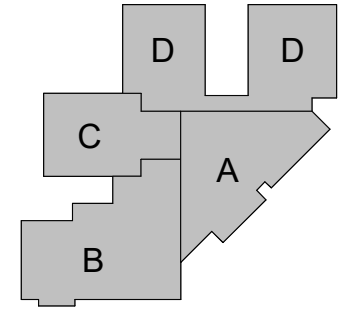
CONSULTANTS
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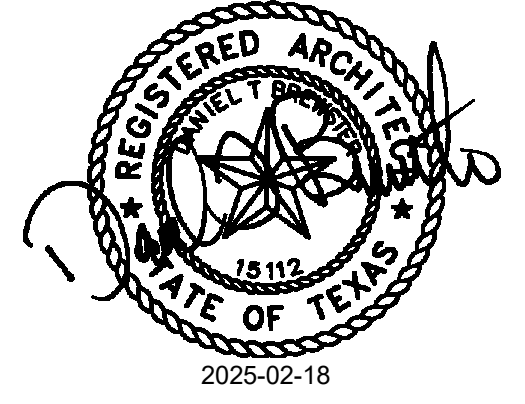
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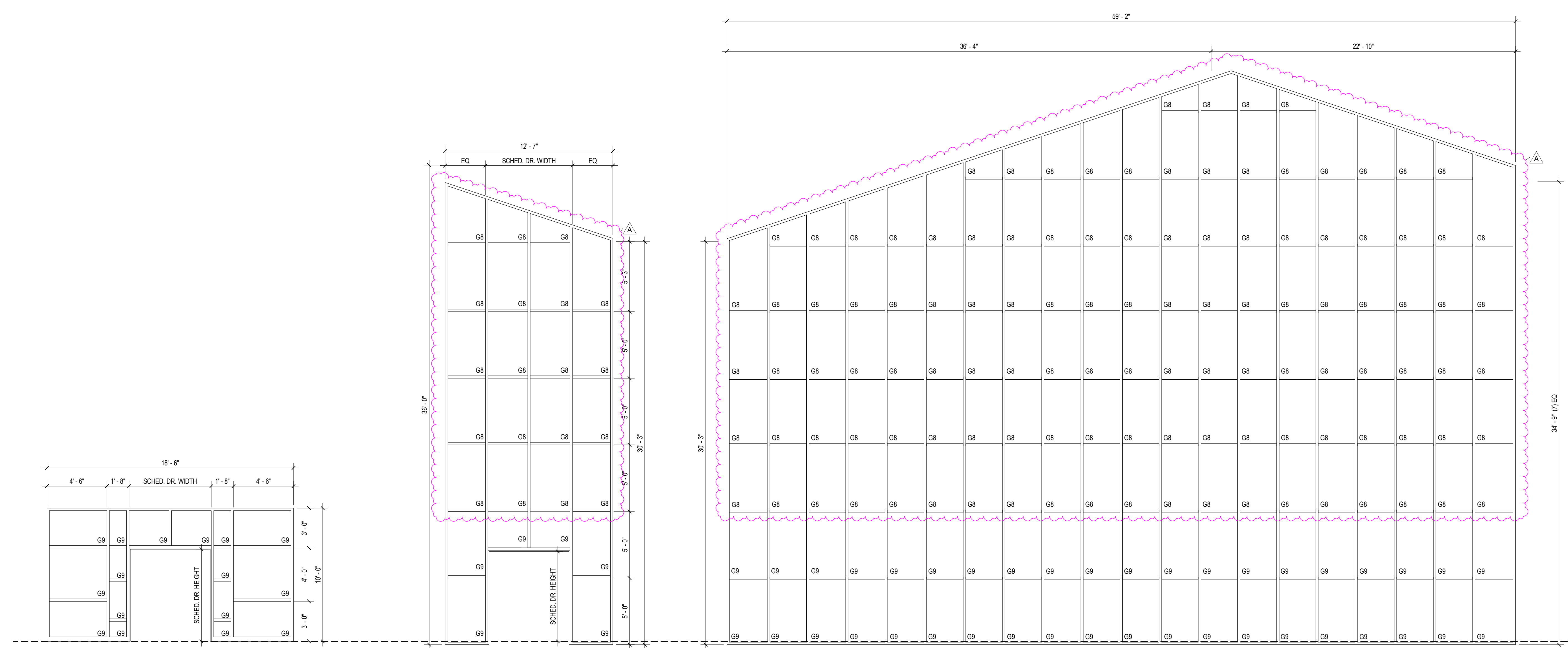
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ARCADIS
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PROJECT #: 202301
 DATE: 2025-02-18
 DRAWN: Author
 CHECKED: Checker
 DATE: ISSUE
 2025-02-18 ISSUED FOR BID
 2024-11-14 CITY COMMENTS 02 1
 2025-03-10 ADD 01 A

A9.03
 EXTERIOR
 FRAME
 ELEVATIONS



18-E

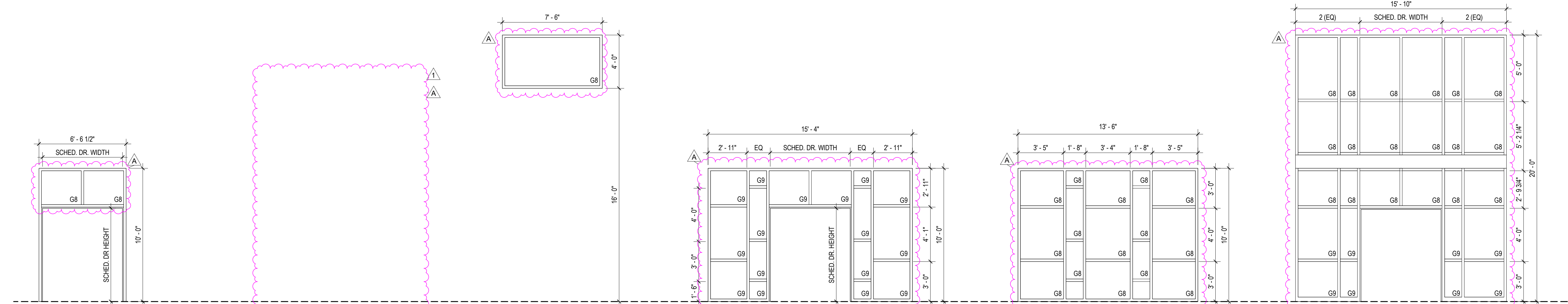
SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP
- / -	12 / A9.04	13 / A9.04	@ DOOR

17-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ MTL PNL/GYP
- / -	12 / A9.04	13 / A9.04	@ DOOR

16-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04			@ MTL PNL/GYP



15-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP
- / -	12 / A9.04	13 / A9.04	@ DOOR

13-E

SILL	JAMB	HEAD	CONDITION
11 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

12-E

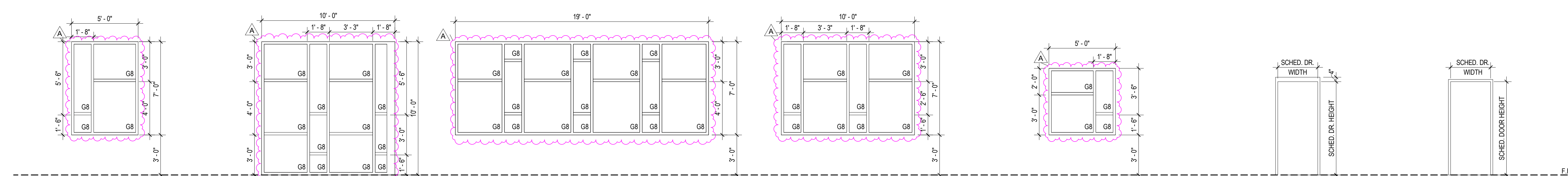
SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP
- / -	12 / A9.04	13 / A9.04	@ DOOR

11-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

10-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP
- / -	12 / A9.04	13 / A9.04	@ DOOR



9-E

SILL	JAMB	HEAD	CONDITION
16 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

8-E

SILL	JAMB	HEAD	CONDITION
14 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP
14 / A9.04	10 / A9.04	13 / A9.04	@ CORNER

7-E

SILL	JAMB	HEAD	CONDITION
16 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

6-E

SILL	JAMB	HEAD	CONDITION
16 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

5-E

SILL	JAMB	HEAD	CONDITION
16 / A9.04	12 / A9.04	13 / A9.04	@ BRK/GYP

2-E

SILL	JAMB	HEAD	CONDITION
15 / A9.04	20 / A9.04		@ BRK/CMU

1-E

SILL	JAMB	HEAD	CONDITION
15 / A9.04	20 / A9.04		@ BRK/CMU

NOTE:
 ALL EXTERIOR WINDOWS, CURTAIN
 WALLS, STOREFRONTS TO MEET
 MINIMUM 0.49 U-FACTOR AND SHGC 0.22

- G1 - INSULATED FIRE RATED GLASS
- G2 - TEMPERED GLASS
- G3 - CLEAR WIRE SAFETY GLASS
- G4 - INSULATED GLASS
- G5 - INSULATED SPANDREL GLASS
- G6 - ACOUSTIC GLASS
- G7 - TYPE G2 W SECURITY FILM
- G8 - TYPE G4 W TINT
- G9 - TYPE G4 W SECURITY FILM

LEGEND - GLAZING
 1/4" = 1'-0"

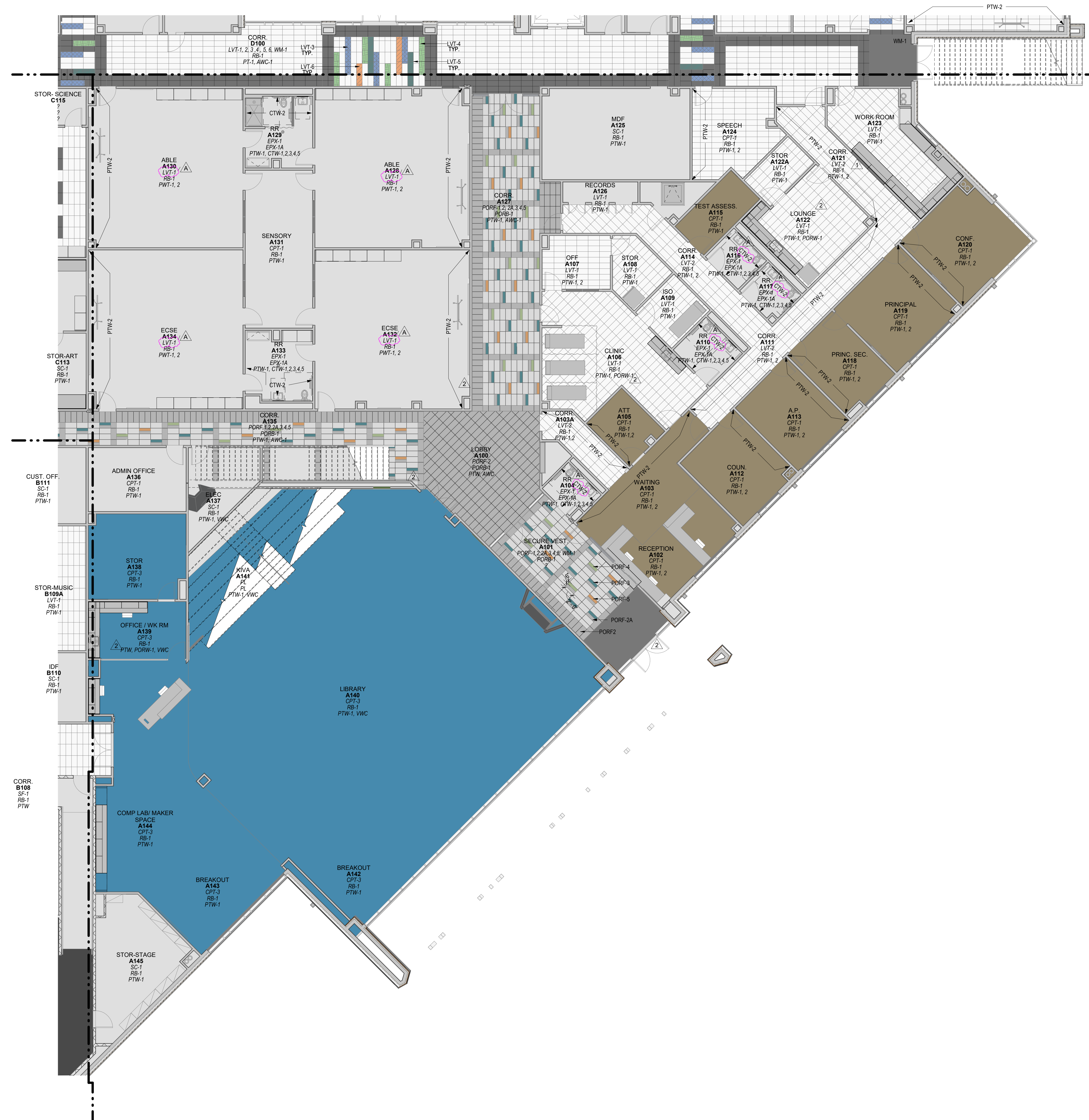
ELEVATIONS - EXTERIOR FRAMES
 1/4" = 1'-0"

ROOM NAME	ROOM NUMBER
101	ROOM NUMBER
CPT-1	FLOOR FINISH
RB-1	BASE FINISH
PT-1	WALL FINISH

1. RE: ROOM FINISH SCHEDULES FOR MATERIAL LOCATIONS.
2. RE: A11 SERIES DWGS. FOR TILE PATTERN ORIGIN POINTS.
3. ALL CHANGES IN FLOOR MATERIAL BETWEEN ROOMS SHALL OCCUR @ CENTERLINE OF DOORWAY UNLESS OTHERWISE NOTED.
4. ANY FINISH CONFLICT BETWEEN FINISH SCHEDULES & FINISH FLOOR PLANS TO BE BROUGHT TO THE ARCH'S ATTENTION FOR RESOLUTION.
5. RE: DETAIL, X/XXX.XX FOR TYP. ACROVYN APPLICATION OVER CMU.
6. ALL DIGITAL WALL PROTECTION SYSTEM GRAPHICS T.B.D.

NOTES - GENERAL FINISH PLAN

1/4" = 1'-0"



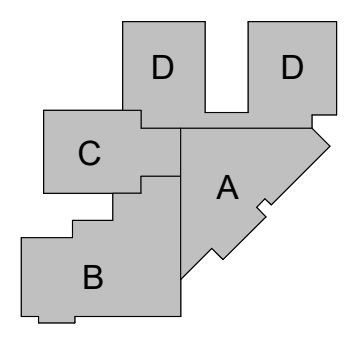
1 AREA 'A1' - 1ST FLOOR FINISH PLAN

1/8" = 1'-0"

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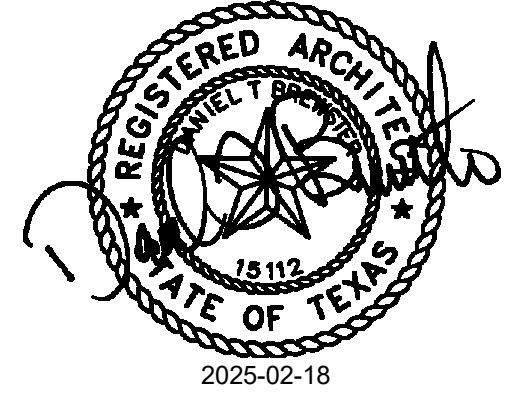
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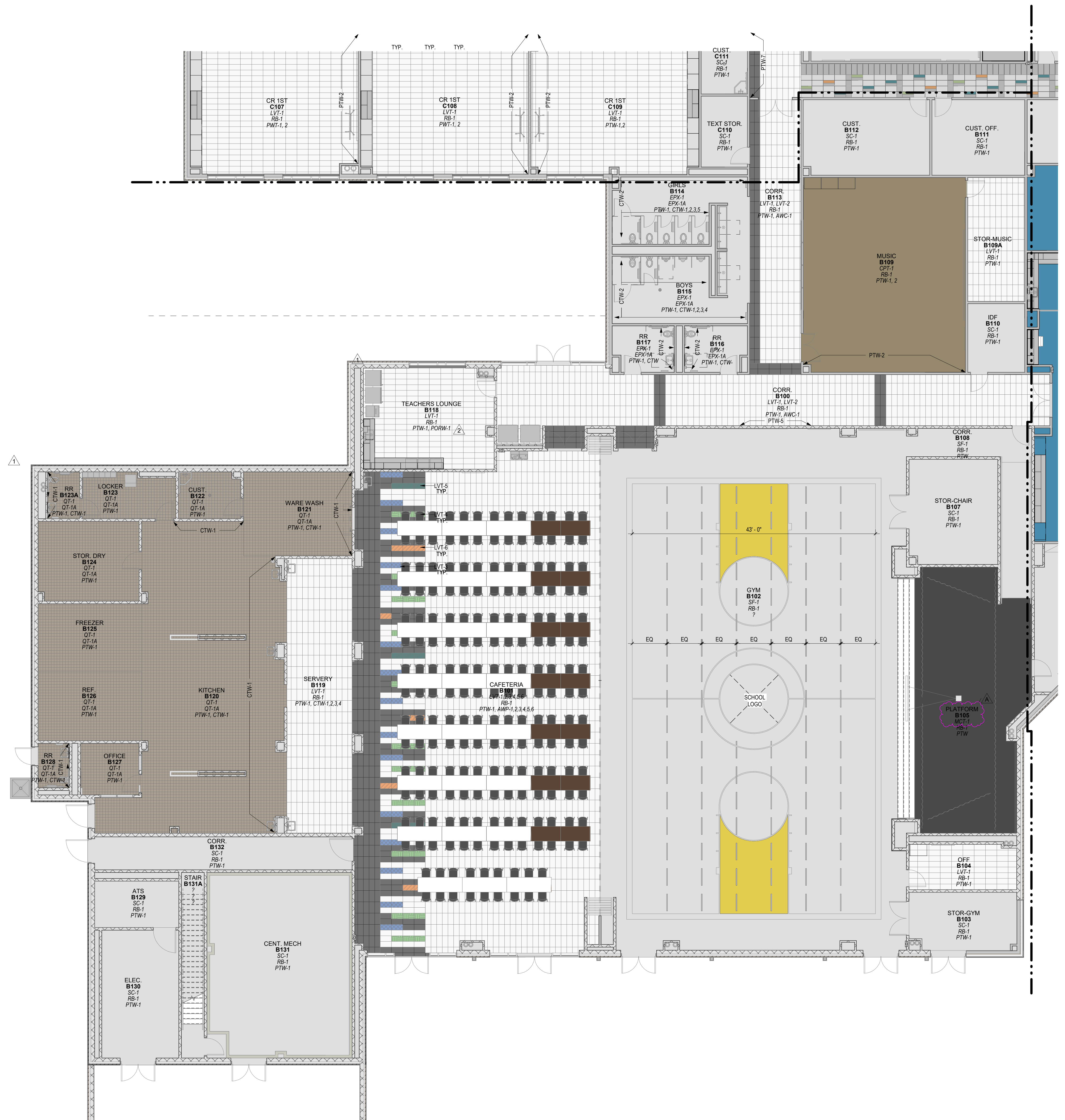
ARCADIS
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 HOUSTON, TX 77042
 tel 281.286.6605, fax 713.977.4620



DATE	ISSUE
2025-02-18	ISSUED FOR BID
2024-09-13	CITY COMMENTS 01 1
2024-11-14	CITY COMMENTS 02 2
2025-03-10	ADD 01 A

A11.01
 AREA 'A1' 1ST FLOOR FINISH PLAN





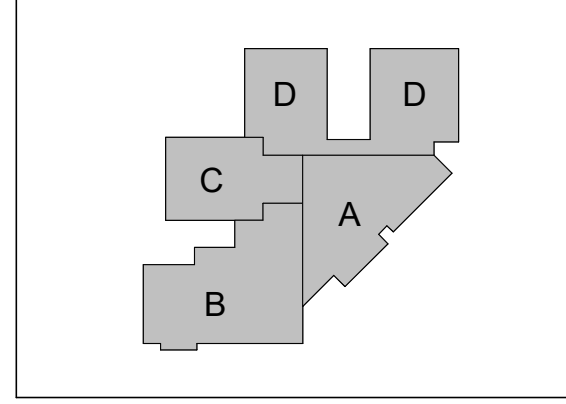
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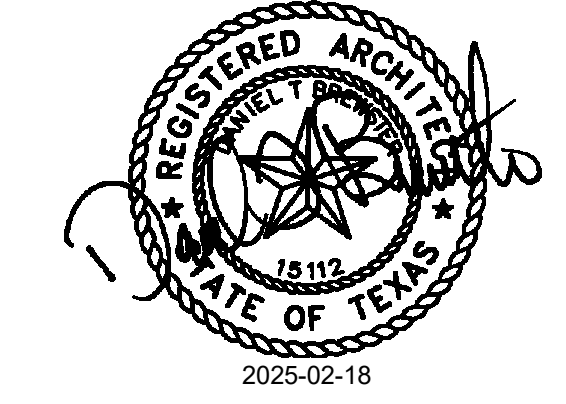
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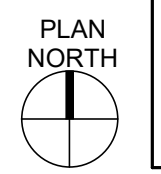
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PROJECT #:	202301	
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DATE:	ISSUE	
2025-02-18	ISSUED FOR BID	
2024-09-13	CITY COMMENTS 01	1
2024-11-14	CITY COMMENTS 02	2
2025-03-10	ADD 01	A

A11.02
 AREA 'B1' 1ST
 FLOOR FINISH
 PLAN

1 AREA 'B1' - 1ST FLOOR FINISH PLAN
 1/8" = 1'-0"



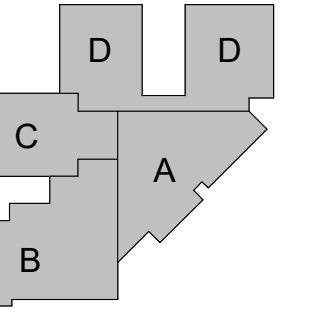
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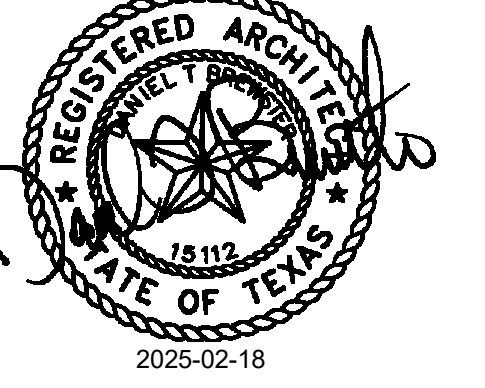
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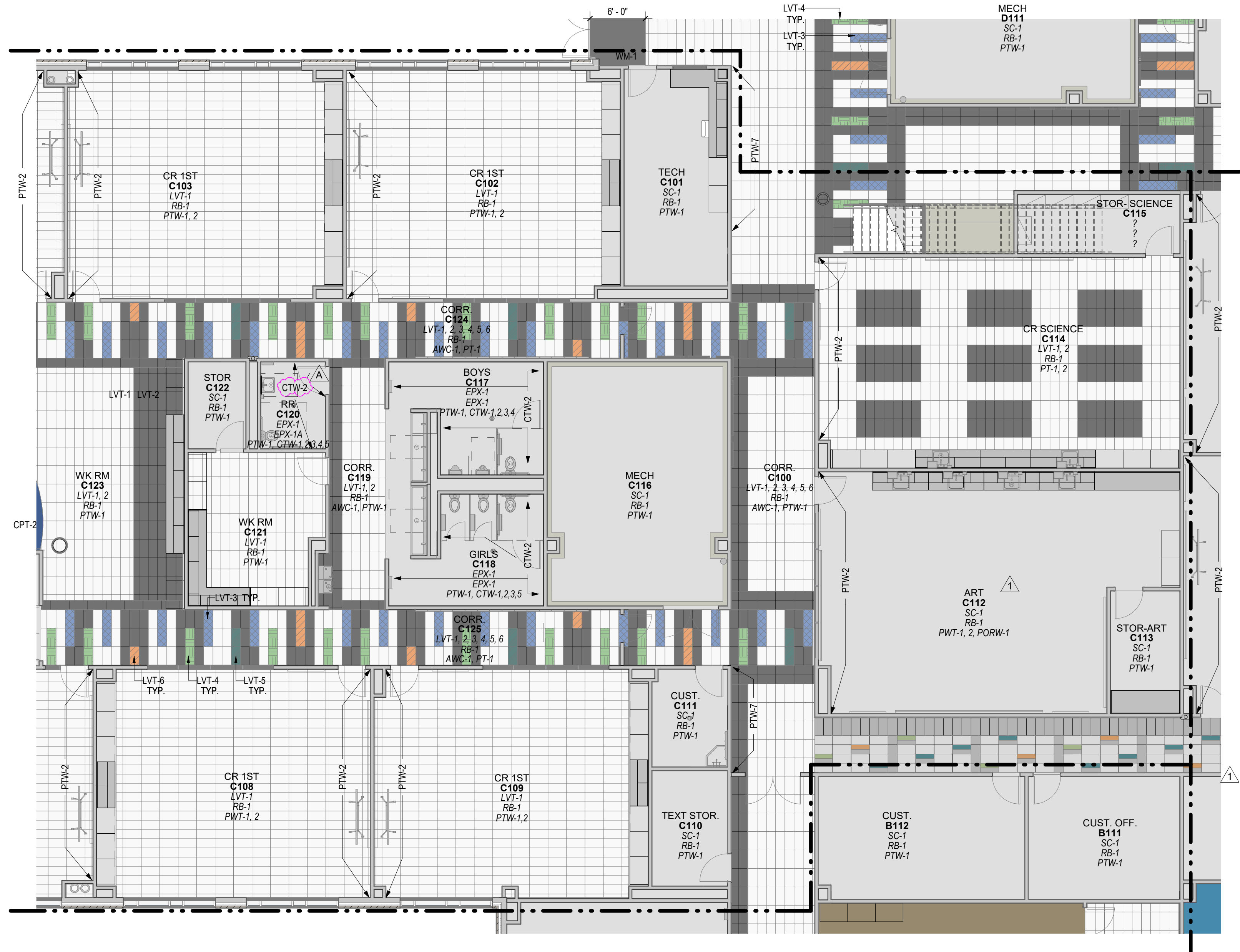
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2025-03-10	ADD 01 A

A11.03
 AREA 'C1' - 1ST FLOOR FINISH PLAN



1 AREA 'C1' - 1ST FLOOR FINISH PLAN
 1/8" = 1'-0"



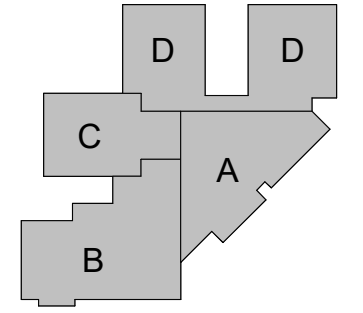
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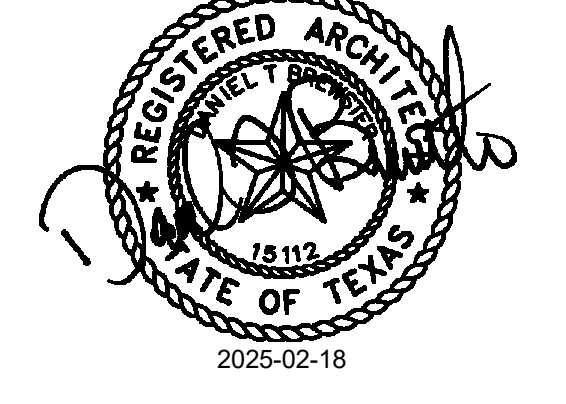
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A11.04
 AREA 'D1' 1ST FLOOR FINISH PLAN



1 AREA 'D1' - 1ST FLOOR FINISH PLAN
 1/8" = 1'-0"



CONSULTANTS

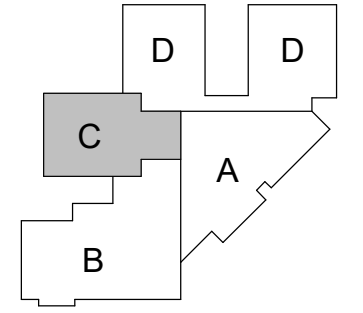
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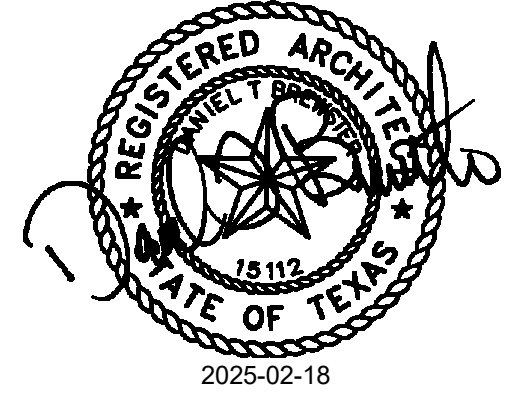


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A11.06

AREA 'C2' 2ND FLOOR FINISH PLAN



1 AREA 'C2' - 2ND FLOOR FINISH PLAN
 1/8" = 1'-0"



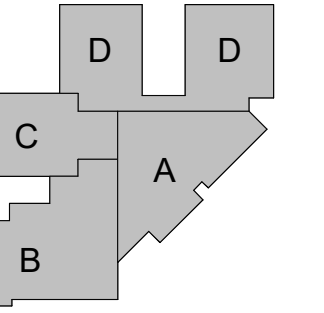
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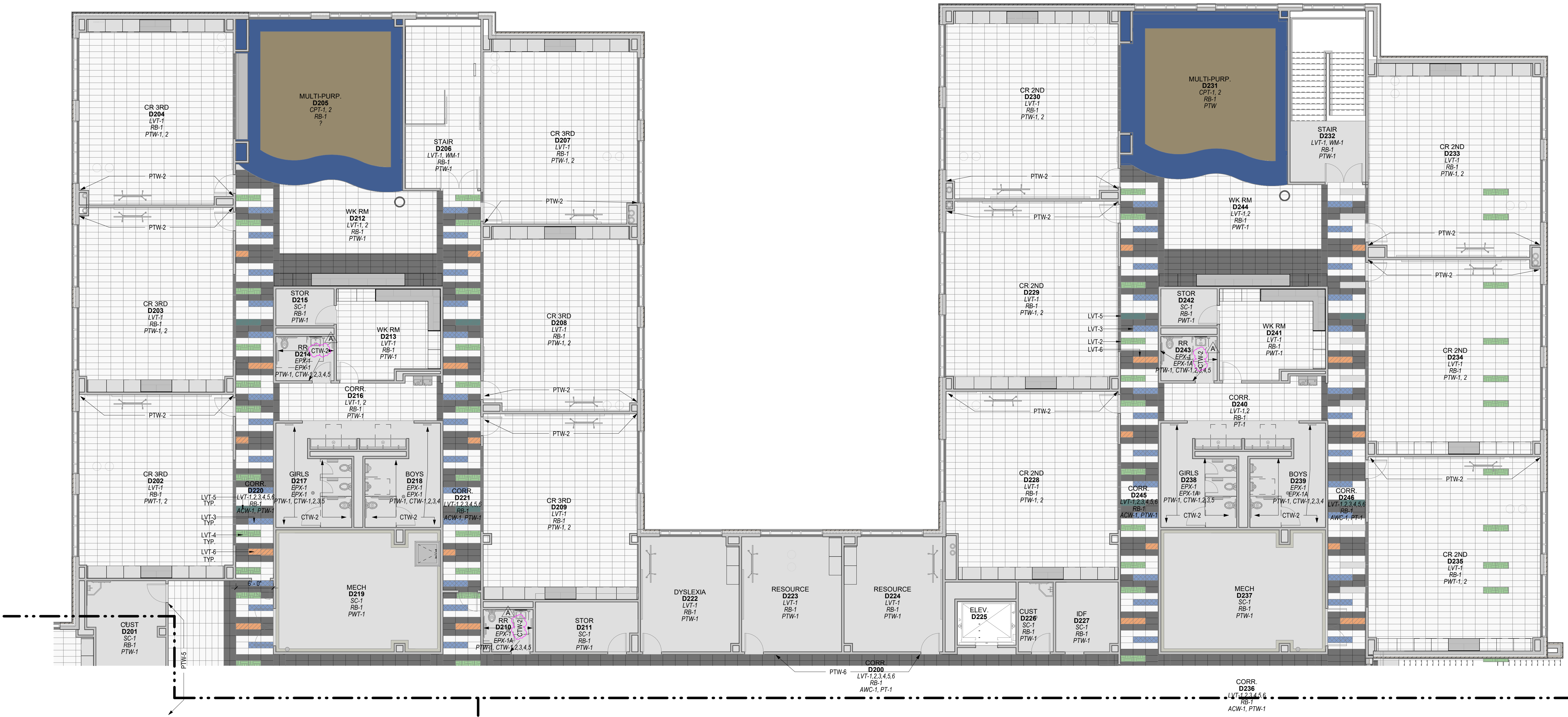
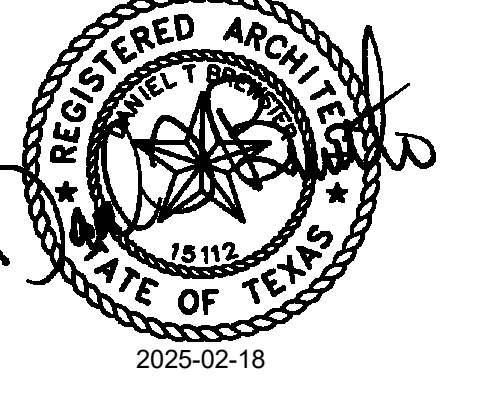
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1 AREA 'D2' - 2ND FLOOR FINISH PLAN
 1/8" = 1'-0"

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2025-03-10	ADD 01

A11.08
 AREA 'D2' 2ND FLOOR FINISH

