PROJECT MANUAL

for

GAYLORD COMMUNITY SCHOOLS

SF3.12 – 2026 SINKING FUND PROJECTS
Gaylord High School (GHS)
Auditorium Lighting Upgrades

PROJECT NO. 0284-20M

April 30, 2026

ANTHONY P. ESSON
ARCHITECT
PO BOX 479 GAYLORD, MICHIGAN 49734
TELEPHONE: (989) 732-0585

DOCUMENT 00 01 01

PROJECT TITLE PAGE

PROJECT NAME: GAYLORD COMMUNITY SCHOOLS
PROJECT 3.12 – 2026 SINKING FUND PROJECTS
Gaylord High School (GHS) Auditorium Lighting Upgrades

OWNER: Gaylord Community Schools
615 South Elm Street
Gaylord, MI 49735
Contact: David Parsell, Transportation and Maintenance Director
Telephone: 989/731-5230

ARCHITECT: Anthony Esson, Architect

Mailing Address:
P.O. Box 479
Gaylord, MI 49734

Shipping Address:
2111 Forester Drive
Frederic, MI 49733

Contact: Anthony P. Esson, Architect, LEED AP
PH: 989-350-1827
tony@anthonyessonarchitect.com

MEP ENGINEER JLK Engineering
795 Fairway Drive
PH: 989-614-4225
Gaylord, MI 49735
jkowatch@jlkengineering.com

CONSTRUCTION MANAGER: Sugar Construction, Inc.
2968 Venture Drive
Midland, MI 48640
Contact: Jerry Brown, Project Manager
PH: 989-631-4154
jerrybrown@sugarconstruction.com

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INVITATION TO BID

Project:

GAYLORD COMMUNITY SCHOOLS
PROJECT SF3.12 – 2026 SINKING FUND PROJECTS
Gaylord High School (GHS) Auditorium Lighting Upgrades

Owner:

Gaylord Community Schools
615 South Elm Street
Gaylord, MI 49735

Architect/Engineer:

Anthony P. Esson, Architect, PLLC
PO Box 479
Gaylord, MI 49734

Date: April 30, 2026

Gaylord Community Schools will receive Bids a lighting upgrade project consisting of replacement of house lighting and controls, and theatrical lighting and controls in the Gaylord High School Auditorium located 90 Livingston Boulevard, Gaylord, MI 49735.

Sealed Bids may be delivered in person to Gaylord Community Schools, c/o Joe Hart, Business Manager, 615 South Elm Street, Gaylord, MI 49735. Bids must be received prior to 10:30 AM local time on Wednesday, May 27, 2026. Bids will be opened publically and read aloud in the Board Meeting Room in the BOECC building, 615 South Elm Street, Gaylord, MI 49735 immediately after the closure of the bidding period. The Owner will not consider or accept a bid received after the date and time specified for bid submission. Post Bid Interviews with the apparent low Bidder(s) will be scheduled following receipt of Bids. All Bids will be evaluated at a later date.

There will be a Pre-Bid Conference conducted by the Construction Manager and Architect/Engineer at 10:30 AM local time, Tuesday, May 19, 2026. The meeting will convene in the Gaylord High School Commons located at 90 Livingston Boulevard, Gaylord MI 49735. The Pre-Bid Conference will consist of a brief informational meeting followed by an opportunity for Bidders to examine the Project site. Attendance is not mandatory but is strongly encouraged.

Bidding Documents will be available on or about May 4, 2026. Interested Bidders may view and download bidding documents at www.sugarconstruction.com/current-bids. Select Gaylord Community Schools, SF3.12 – 2026 Sinking Fund Projects; GHS Auditorium Lighting Upgrades.

Each Bidder shall include with its Bid, a sworn and notarized statement disclosing any familial relationships that exist between the owner or any employee of the Bidder and any member of the Board of Education of the Superintendent of the School District.

Compliance with the Iran Economic Sanctions Act (PA 517 of 2012) is required. Each Bidder shall include a sworn and notarized certification that they are not an "Iran Linked Business" as the term is defined in the Act.

A Bid security in the amount of no less than 5 percent of the Bid Sum in the form of a Bid Bond, or certified check payable to the Owner shall accompany each Bid. A personal or company check does not constitute a Bid security.

Refer to other bidding requirements described in Document 00 21 13.

Bids shall be submitted on the Bid Form provided in the Bidding Documents. Bidders may supplement this form as appropriate.

Bidders will not be required to furnish Performance and Labor/Material Payment Bonds for this project.

Bids will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.

The Owner reserves the right to accept or reject any or all Bids, either in whole or in part; to award the Contract to other than the lowest Bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the Owner.

END OF DOCUMENT

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 SUMMARY

A. Document Includes:
1. Bid submission.
2. Intent.
3. Work identified in contract documents.
4. Contract Time.
5. Definitions.
6. Contract Documents identification.
7. Availability of documents.
8. Examination of documents.
9. Inquiries and Addenda.
10. Product substitutions.
11. Site examination.
12. Prebid conference.
13. Subcontractors.
14. Submission procedure.
15. Bid ineligibility.
16. Security deposit.
17. Performance Assurance.
18. Bid Form requirements.
19. Bid Alternates.
20. Fees for changes in the Work.
21. Bid Form signature.
22. Familial Disclosure Statement
23. Iran Economic Sanctions Act Compliance Affidavit
24. Bid opening.
25. Duration of offer.
26. Acceptance of offer.

B. Related Documents:
1. Document 00 11 16 - Invitation to Bid.
2. Document 00 31 00 - Available Project Information.
3. Document 00 41 13 - Bid Form - Stipulated Sum (Trade Contract).

1.2 BID SUBMISSION

A. Bids signed and under seal, executed, and dated will be received by Gaylord Community Schools c/o Joe Hart, Business Manager, 615 S. Elm Street, Gaylord, MI 49735, until 10:30 AM local time on the 27th day of May, 2026.

B. Bids submitted after the above time will be returned to Bidder unopened.

C. Amendments to submitted Bids will be permitted when received in writing prior to bid closing and when endorsed by the same party or parties who signed and sealed the Bid.

D. Bidders may withdraw their Bid by written request at any time before bid closing.

1.3 INTENT

A. The intent of this Bid request is to obtain an offer to perform Trade Contract work to complete the Work described in the Contract Documents.

B. This is a “Construction Management as Constructor” project and there will be no “general contractor”. The Construction Manager will award trade contracts for each Bid Category as described below:
   1. Bid Category 16.0 – Electrical
   2. Bid Category 16.3 – Theatrical Stage Lighting and Controls

1.4 WORK IDENTIFIED IN CONTRACT DOCUMENTS

A. Work of this proposed Contract comprises renovations and improvements to the Gaylord High School Auditorium and includes replacement of house lighting and controls, and theatrical stage lighting and controls as described in the Drawings, Specifications and specific Bid Categories for each trade discipline.

B. Locations:
   1. Gaylord High School, 90 Livingston Blvd., Gaylord, MI 49735.

1.5 CONTRACT TIME

A. Perform the Work within time stated in Document 00 52 14, Sample Subcontract Agreement, and Sample Subcontract Agreement - Exhibit "A". The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work.

1.6 DEFINITIONS

A. Bidding Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form, and bid securities, identified

B. Contract Documents: As defined in AIA Document A201-2007 Article 1, including issued Addenda.

C. Bid: Executed Bid Form and required attachments submitted in accordance with these Instructions to Bidders.

D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

1.7 CONTRACT DOCUMENTS IDENTIFICATION

A. The Contract Documents are identified as Project No. 284-20H.6 Gaylord Community Schools Project SF3.8 – 2024 Sinking Fund Projects; Bid Package No. 4; Board Office / Early Childhood Center Generator & ATS Installation as prepared by Anthony P. Esson, Architect.

1.8 AVAILABILITY OF DOCUMENTS

A. Bidding Documents may be obtained as stated in Invitation to Bid.

B. Partial sets of Bidding Documents will not be issued to Bidders.

C. Bidding Documents are made available only for the purpose of obtaining offers for this Project. Their use does not grant a license for other purposes.

1.9 EXAMINATION OF DOCUMENTS

A. Bidders are responsible for full examination of the drawings, specifications, exhibits and any Addenda prior to submission of bids.

B. Bidding Documents may be viewed at the office of the Owner

C. Upon receipt of Bidding Documents verify documents are complete. Notify Architect/Engineer if documents are incomplete.

D. Immediately notify Architect/Engineer upon finding discrepancies or omissions in Bidding Documents.

1.10 INQUIRIES AND ADDENDA

A. Direct questions in writing to Anthony P. Esson, at the office of the Architect/Engineer; e-mail at tony@anthonyessonarchitect.com.

B. Verbal answers are not binding on any party.

C. Submit questions not less than 7 days before date set for receipt of Bids. Replies will be made by Addenda.

D. Addenda may be issued during bidding period. Addenda will be posted on the Construction Manager's website. Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.

1.11 PRODUCT SUBSTITUTIONS

A. Where Bidding Documents stipulate particular Products, substitution requests will be considered by Architect/Engineer up to 5 days before receipt of Bids.

B. With each substitution request, provide sufficient information for Architect/Engineer to determine acceptability of proposed products.

C. When a request to substitute a Product is made, Architect/Engineer may approve the substitution. Approved substitutions will be identified by Addenda.

D. In submission of substitutions to Products specified, Bidders shall include in their Bid, changes required in the Work, changes to Contract Time and Contract Price to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time or Contract Price because of changes in Work necessitated by use of substitutions will not be considered.

1.12 SITE EXAMINATION

A. Examine Project site before submitting a Bid.

1.13 PREBID CONFERENCE

A. A Bidders conference is scheduled for 10:30 AM on the 19th day of May, 2026. The meeting will convene in the Gaylord High School Commons located at 90 Livingston Boulevard, Gaylord MI 49735. The Pre-Bid Meeting will consist of a brief informational meeting followed by an opportunity for Bidders to examine the project sites. No other opportunity to examine the project sites will be offered.

B. Attendance is not mandatory but, is strongly recommended.

C. Representatives of the Owner, Architect/Engineer and Construction Manager will be in attendance.

D. Information relevant to Bidding Documents will be issued by Addendum.

1.14 SUBCONTRACTORS

A. The owner reserves the right to reject a proposed subcontractor for reasonable cause.

B. Refer to AIA Document A201-1997 Article 5 of General Conditions.

1.15 SUBMISSION PROCEDURE

A. Bidders shall be solely responsible for delivery of Bids in manner and time prescribed.

B. Submit three copies of executed offer on Bid Forms provided, signed and sealed with required security deposit in a closed opaque envelope, clearly identified with Bidder’s name, Project name, Specific Bid Category and Owner's name on the outside.

C. Each Bid Category must be bid in its’ entirety. Bid qualifiers that omit portions of the work will be grounds for rejection.

D. Bidders may bid more than one Bid Category however each category must be bid separately, using separate Bid Forms, in separate envelopes.

E. An abstract summary of submitted Bids will be made available to all Bidders following bid opening.

1.16 BID INELIGIBILITY

A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will be declared unacceptable at Owner’s discretion.

B. Bid Forms, Appendices, and enclosures which are improperly prepared will be declared unacceptable at Owner’s discretion.

C. Failure to provide security deposit, bonds or insurance requirements will invalidate the Bid at the discretion of the Owner.

D. Bidders that are "Iran Linked Businesses" as the term is defined in PA 517 of 2012, Iran Economic Sanctions Act are ineligible to Bid. Eligible Bidders must submit certification in accordance with the Act. Refer to Section 00 45 02.

1.17 SECURITY DEPOSIT

A. Bids shall be accompanied by security deposit as follows:
   1. Bid Bond in the amount of not less than five percent (5%) of the Bid Price on standard surety company form or;
   2. Certified check payable to Owner in the amount of five percent (5%) of the Bid Price.

B. Endorse Bid Bond in name of Gaylord Community Schools as obligee, signed and sealed by the principal (Contractor) and surety.

C. Endorse certified check in name of Gaylord Community Schools.

1.18 PERFORMANCE ASSURANCE

A. This project will be administered by a Construction Manager as Constructor. The Construction Manager shall provide Performance and Payment bonds for the project.

1.19 BID FORM REQUIREMENTS

A. Complete requested information in the Bid Form and Bid Form Supplements.

1.20 BID ALTERNATES

A. There are no mandatory Bid Alternates associated with this Contract.

B. Voluntary Alternates may be offered by Bidders. Voluntary Alternates will not be considered in the award of Contract. Any voluntary alternates accepted will be included in the contract by Change Order.

1.21 FEES FOR CHANGES IN THE WORK

A. Include in the Bid Form, the overhead and profit fees on Bidder’s own Work and Work by Subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Price is based.
   1. Overhead and profit fees may not exceed 10%.
   2. Overhead and profit fees will be applied to the net cost of additions to, or the net cost of deductions from the Work.

1.22 BID FORM SIGNATURE

A. Sign Bid Form, as follows:
   1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
   2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
   3. Corporation: Signature of a duly authorized signing officers in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

4. Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

1.23 FAMILIAL DISCLOSURE STATEMENT

A. Include Familial Disclosure Statement – 00 45 01.

B. Complete all requested information in the affidavit.

C. Signature of the affidavit shall be notarized.

D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.24 IRAN ECONOMIC SANCTIONS ACT COMPLIANE AFFIDAVIT

A. Include Iran Economic Sanctions Act Compliance Affidavit – 00 45 02.

B. Complete all requested information in the affidavit.

C. Signature of the affidavit shall be notarized.

D. Failure of the Bidder to submit a fully executed affidavit will result in disqualification of the bidder.

1.25 BID OPENING

A. Bids will be opened publicly immediately after time for receipt of Bids. Bidders may be present.

1.26 DURATION OF OFFER

A. Bids shall remain open to acceptance and shall be irrevocable for a period of 30 days after bid closing date.

1.27 ACCEPTANCE OF OFFER

A. The Owner reserves the right to accept or reject any or all offers.

B. After acceptance by the Owner, the Construction Manager, on behalf of the Owner, will issue to the accepted Bidder, a written Notice to Proceed.

C. Notwithstanding delay in the preparation and execution of the Agreement, accepted Bidder shall be prepared, upon written Notice to Proceed, to commence work within (3) days following receipt of official written order of the Owner to proceed, or on date stipulated in such order.

D. The accepted bidder shall enter into a Contract Agreement with the Construction Manager, and within (5) days following its presentation shall execute Agreement and return it to the Construction Manager.

END OF DOCUMENT

BID CATEGORY 16.0 – ELECTRICAL

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.

22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site form 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.
29. All punch list work and all closeout documents must be completed to the satisfaction of the architect before acceptance of any invoice for retainage or any portion of retainage.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:
(Total responsibility for these sections in their entirety unless otherwise noted)

26 00 01- General Electrical Requirements
26 05 19- Low Voltage Electrical Power Cables (600V and Less)
26 05 26- Grounding and Bonding for Electrical Systems
26 05 29- Hangers and Supports for Electrical Systems
26 05 34- Conduit
26 05 37- Boxes
26 05 53- Identification for Electrical Systems
26 24 16- Panelboards
26 27 17- Equipment Wiring
26 27 26- Wiring Devices
26 28 13- Fuses
26 51 00- Interior Lighting

Reference Specifications for This Bid Category:
(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements
26 55 61-Theatrical Stage Lighting and Controls

Inclusions for This Project: (but not limited to):
Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Provide required electrical permit.
3. Electrical demolition.
4. Provide a dumpster for the demolition under this bid category and pay all costs for disposal.
5. Provide any necessary equipment and/or scaffold to access the work.
6. Furnish and install new light fixtures per plans.

7. Furnish and install new power distribution as shown.
8. Access through existing ceilings and restoration of same will be the responsibility of this Bid Category.
9. Furnish and install firestopping at all penetrations made by this bid category through fire rated and / or smoke barrier systems.
10. Restore any damage to existing finish surfaces caused by this bid category's work.
11. Update Construction Manager's as built drawings weekly.
12. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. Temporary restrooms will be provided by the Construction Manager.

END OF BID CATEGORY 16.0

BID CATEGORY 16.3 – THEATRICAL STAGE LIGHTING AND CONTROLS

General Inclusions for This Category's Work

1. The term "general contractor" will not apply to any body of work for this project. Each trade discipline will be responsible for such work as described by Bid Category content.
2. Provide all required layout for this Bid Category's work.
3. Provide daily housekeeping and clean up and dispose of any wastes generated by this bid category in dumpster provided by the Construction Manager unless noted otherwise in Specific Inclusions below. "Daily" means daily. Should it be necessary for the Construction Manager to get involved in clean up the costs will be passed along to this contractor.
4. Contractor shall have a competent supervisor on site while performing any work for this bid category.
5. Contractor shall be responsible for coordination and interface with other contractors for the duration of the project.
6. Contractor shall be responsible for the receiving, unloading, storage and storage facilities for materials brought to the site.
7. The owner shall have the right to reclaim demolished materials.
8. All front end paperwork such as insurance certificates, schedule of values, submittals and/or shop drawings must be submitted to the Construction Manager within ten work days of award.
9. Contractor shall be responsible for safe work practices as required by Michigan Laws and as per the safety policy of the Construction Manager.
10. Contractor is responsible for the complete bid documents including drawings, specifications, Addenda, schedules, etc. and shall perform all that is required for a complete product that complies with same.
11. Contractor's representative shall attend scheduled progress meetings each week as directed by the Construction Manager.
12. Any Contractor that knowingly installs their work on another's mistake or faulty work will be responsible for correcting same.
13. All contractors shall complete their work to a fully operational condition in full compliance with governing codes and authorities.
14. Contractors shall obtain and pay all costs for permits that are associated with this categories work. Scheduling inspections by governing officials will be by this bid category and shall be coordinated with the Construction Manager. The Building Permit will be purchased by the Construction Manager.
15. Copies of permits (if applicable) shall be forwarded to the Construction Manager as soon as received. Occupancy approvals shall also be forwarded on or before the date of substantial completion.
16. Contractor shall supply sufficient manpower or any overtime that might be required to meet the project schedule.
17. Contractor is responsible for the protection of existing structures, plants, lawns, trees, etc.
18. Mud and/or debris tracked onto the parking lots, streets or any roadways by this contractor shall be swept and properly cleaned by this contractor.
19. Bid Category descriptions are intended to define the job scope in as much detail as possible however not necessarily "all" inclusive. Each bidder shall review all Bid Categories for a clear understanding of responsibility of scope and should advise the Architect of any conflicts or irregularities that could affect the bidding or the execution of this contract.
20. Should there be a conflict regarding assignment of work between the Bid Category descriptions and notes and/or Architect's specifications, the Bid Category descriptions shall take precedence.
21. All Contractors shall be subject to liquidated damages for failure to meet the specified date of substantial completion as set forth in these documents and/or obtaining a Certificate of Occupancy (temporary or final), by the Michigan Bureau of Construction Codes prior to said date.

22. The Construction Manager will have a safety policy governing the work activities of this project. Each Contractor shall comply with said policy as well as the minimum requirements under Michigan Law.
23. The Construction Manager will designate an area outside the school for contractor lunch room trailers.
24. Smoking is not permitted anywhere on School Property.
25. Questions that arise during the construction period shall be directed to the Construction Manager who will provide the appropriate response. Contractors shall not approach the owner or any persons employed by the owner with job questions or concerns.
26. Certain areas may be occupied by the owner during construction. Profane or abusive language, pornography, etc. will not be tolerated.
27. Provide and maintain dust control for this Bid Category's work.
28. Contractors will be given access to the site form 7:00am to 5:30pm weekdays only. Weekend work may be granted by special permission or if so stated in your bid proposal.
29. All punch list work and all closeout documents must be completed to the satisfaction of the architect before acceptance of any invoice for retainage or any portion of retainage.

The contractor shall provide all labor, materials and equipment to perform the work specified in the construction documents and as set forth in this Bid Category description.

Specifications Included for This Bid Category:
(Total responsibility for these sections in their entirety unless otherwise noted)

26 55 61-Theatrical Stage Lighting and Controls

Reference Specifications for This Bid Category:
(Include portions of these specifications as they apply to this bid category)

All sections under Division 1 General Requirements
26 00 00- Division 26 Electrical (All Sections)

Inclusions for This Project: (but not limited to):
Any work that may be reasonably construed as part of this bid category's responsibility shall be included.

1. Coordination with other trade contractors.
2. Provide any required permits.
3. Provide a dumpster for wastes generated under this bid category and pay all costs for disposal.
4. Provide any necessary equipment and/or scaffold to access the work.
5. Furnish and install new stage lighting fixtures.
6. Furnish and install new stage lighting controls.
7. Restore any damage to existing finish surfaces caused by this bid category's work.
8. Update Construction Manager's as built drawings weekly.
9. Provide temporary lunch facilities for this bid category's work.

Exclusions:

1. Temporary restrooms will be provided by the Construction Manager.

END OF BID CATEGORY 16.3

DOCUMENT 00 41 13
BID FORM – STIPULATED PRICE

To: Gaylord Community Schools
c/o Joe Hart, Business Manager
615 South Elm Street
Gaylord, Michigan 49735

Project: Gaylord Community Schools
Project SF3.12 – 2026 Sinking Fund Projects
Gaylord High School (GHS) Auditorium Lighting Upgrades
Project No. 284-20M

Date: _____

Submitted by: _____
(Bidder full name)

_____
(Bidder full address)

Estimator _____
(name and telephone)

Bid Category: _____

1. OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Anthony Esson, Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the

Stipulated Sum of: $_____(numerical)

$_____dollars
in lawful (written) money of the United States of America.

- We have included the required security deposit as required by the Instruction to Bidders.
- All applicable federal and/or State of Michigan taxes are included in the Bid Sum.
- We have included all allowances as provided in each respective Bid Category.
- We acknowledge that Liquidated Damages will be assessed for our failure to achieve Substantial Completion and/or obtain approval for occupancy from the Michigan Bureau of Construction Codes (where applicable) prior to the dates indicated in the Contract Documents.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for sixty (60) days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

a. Execute the Agreement within five (5) days of receipt of Notice of Award by the Construction Manager.

b. Commence work within three (3) days after written Notice to Proceed by the Construction Manager.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CHANGES TO THE WORK

When the Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:

_____ percent (may not to exceed 10%) overhead and profit on the net cost of our own Work;

_____ percent (may not to exceed 10%) on the cost of work done by any Subcontractor.

6. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # _____ Dated _____

Addendum # _____ Dated _____

7. BID FORM SIGNATURE(S)
The Corporate Seal of

_____
(Bidder - print the full name of firm)
was hereunto affixed in the presence of:

_____
(Authorized signing officer Title)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF BID FORM - STIPULATED PRICE

DOCUMENT 00 45 01

FAMILIAL DISCLOSURE STATEMENT

The undersigned, as owner or authorized officer of the Bidder, and pursuant to the familial disclosure requirement provided in the advertisement for construction bids, hereby represent and warrant, except as provided below, that no familial relationships exist between the owner(s) or any employee of _____ (the Bidder) and any member of the Board of Education or the Superintendent of Gaylord Community Schools (the School), except as indicated below:

List any Familial Relationships:

BIDDER:

_____

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 202__, by

_____.

_____
, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF FAMILIAL DISCLOSURE STATEMENT

DOCUMENT 00 45 02

IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

Effective April 1, 2013, all Bids and/or Proposals received by public entities in the State of Michigan must comply with the Iran Economic Sanctions Act, Act 517 of 2012. As a condition to compliance with the Act, the following certification must be submitted with the Bid.

The undersigned, as owner or authorized officer of _____ (the Bidder), pursuant to the requirements of the Iran Economic Sanctions Act, Act 517 of 2012, hereby certifies under civil penalty for false certification, that the Bidder is not an "Iran Linked Business", as defined in the Act, and is eligible to submit a Bid.

By: _____

Its: _____

State of Michigan)
) SS
County of)

This instrument was acknowledged before me on the _____ day of _____, 202__, by

_____.

_____
, Notary Public

_____, County, Michigan

My Commission Expires: _____

Acting in the County of: _____

END OF IRAN ECONOMIC SANCTIONS ACT COMPLIANCE AFFIDAVIT

DOCUMENT 00 52 14

AGREEMENT FORM

1.1 SUMMARY

A. Document Includes:
   1. Agreement.

B. Related Documents:
   1. Document 00 72 14 - General Conditions.

1.2 AGREEMENT

A. The Subcontractor Agreement included in this section (see following Sample agreement) forms the basis of Agreement between the Construction Manager and Trade Contractor.

END OF DOCUMENT

SUBCONTRACT AGREEMENT

Construction Manager:	**Sugar Construction, Inc.** **2968 Venture Drive** **Midland MI 48640**	**SUBCONTRACTOR:**	**Sample Subcontractor**
Phone:	**989 631-4154**	Address:	
Fax:	**989 631-7012**	Phone:	
PROJECT:	**GHS Auditorium Lighting Updates** **Gaylord Community Schools** **615 S. Elm St.** **Gaylord MI 49735**	Fax: Email: Attn:	
		Federal ID #:	
SCI JOB #:	**1118**	**CONTRACT DATE:**	**04/30/2026**
CONTRACT #:	**8370**	**Taxable:**	**Yes**

SUBCONTRACT SUM: **$50,450.00** **EXACTLY FIFTY THOUSAND FOUR HUNDRED FIFTY DOLLARS**

CONTRACT DOCUMENTS:

1. This Subcontract Agreement.
2. As described in Exhibit A.

TIME OF COMPLETION:

1. THE WORK:

1.1 The Subcontractor represents that it is fully qualified and licensed to perform this Agreement, and acknowledges that, prior to the execution of this Agreement it has (a) by its own independent investigation ascertained (i) the Work required by this Agreement (ii) the conditions involved in performing the Work, and (iii) the obligations of this Agreement and the Contract Documents; and (b) independently verified all information furnished by the Owner, Construction Manager, or others satisfying itself as to the correctness and accuracy of that information. Any failure by Subcontractor to investigate independently and become informed will not relieve the Subcontractor from its responsibilities hereunder nor serve as a basis for an adjustment to the contract value.

1.2 The Subcontractor shall provide all necessary labor, material, equipment, tools, shop drawings, layout, samples, professional services, taxes, permits, fees, licenses, insurances, etc. to perform the Work.

1.3 The Work shall be performed in accordance with all applicable local, state and federal codes, laws and regulations (including OSHA and MIOSHA) and in accordance with the Contract Documents.

1.4 Subcontractor shall keep the Project free and clean of trash and debris attributable to the Work. On twenty-four (24) hours written notice by the Construction Manager, Subcontractor shall remove all trash and debris or be responsible for the cost, plus twenty percent, incurred by Construction Manager to do same.

1.5 The Subcontractor shall furnish a workforce that will work in harmony with all other subcontractors on the Project. The Subcontractor shall not suffer, support or take any action to picket, strike, handbill, engage in sympathy or unfair labor practice strikes, or any work stoppages or otherwise interfere with the Work or the business of the Construction Manager or any of its subcontractors. The Subcontractor shall not suffer its employees to honor or recognize any picket line by any union against the Construction Manager.

1.6 Subcontractor agrees promptly to make good, without cost to the Owner or Construction Manager, any and all defects due to faulty workmanship and/or materials which may appear within the guaranty or warranty period established in the Contract Documents or for one year from Owner's acceptance of the Construction Manager's work, whichever is later.

1.7 Time is of the essence of this Agreement. Subcontractor shall provide sufficient manpower to complete the Work on or before the Completion Date stipulated herein, including working his forces overtime at no cost to the Construction Manager, if deemed necessary by the Construction Manager to meet the Completion Date.

1.8 The Subcontractor shall be bound by the terms of the Specifications, General Conditions and Supplemental Conditions and Addenda in the Contract between the Construction Manager and the Owner, shall conform to and comply with the Drawings and Specifications and Addenda, and shall assume toward the Construction Manager all the obligations and responsibilities that the Construction Manager assumes toward the Owner.

1.9 If the Work is delayed, substantially without fault or responsibility of Subcontractor, the Subcontractor may receive an extension of the Contract Time and an adjustment to the Schedule of Work. Subcontractor expressly understands that its sole and exclusive remedy for delay will be an extension of time for performance of the Work. Written documentation of delays in work must be acepted by Sugar Construction. Without written documentation, short comings in manpower, schedule, etc. will be the responsibilty of the Subcontracor. A subcontractor's ability to not fullfill the contract oblications will result in Sugar Construction fulfilling these obligations at the expense of the subcontractor.

2. PAYMENTS

2.1 Subcontractor shall submit a Subcontractor Application for Progress Payment ("Application for Payment"), completed in full, signed and notarized, to the Construction Manager on or before the 20th day of each month for that portion of the Work completed through the end of the month, less ten percent (10%) retainage, per the attached format. Applications for Payment must be mailed or delivered to Construction Manager; facsimile copies shall not be accepted.

2.2 Construction Manager agrees to pay Subcontractor within thirty (30) days from the end of the month in which the Work was performed and the Application for Payment submitted, or within ten (10) business days following Construction Manager's receipt of payment from the Owner for the Work, whichever is later. It shall be an express condition precedent to Construction Manager's obligations to pay Subcontractor any amount under this Contract that Construction Manager shall have first actually received payment for the Work from the Owner.

2.3 If notification of any claim against Subcontractor is made to Construction Manager, Construction Manager, at its discretion has the right to withhold sufficient funds from any payment due Subcontractor to cover the cost of the claim, pending final settlement. If Subcontractor fails to settle any claim, Construction Manager shall have the right to pay the Subcontractor's sub-subcontractors or suppliers and deduct those payments from the Subcontract Sum. Any expenses incurred by the Construction Manager including but not limited to costs associated with bonding of liens, attorneys' fees, court costs and Construction Manager's personnel expenses incurred in order to resolve claims shall be deducted from the Subcontract Sum. In the event that the cost to resolve said claims is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.

2.4 Final payment shall be paid Subcontractor upon Construction Manager's receipt of:

a. Final payment by Owner.
b. Subcontractor Application for Final Payment, as per the attached format, completed in full, signed & notarized.
c. Final lien waiver from Subcontractor; and
d. Written statement of guaranty of work, warranties, manuals, as-builts and any other required documents from Subcontractor.

3. CHANGES IN WORK

3.1 Subcontractor expressly agrees that no changes will be made, nor extra work performed, nor changes made in the quality or quantity of materials furnished, nor additional compensation paid, unless such matter is previously authorized by the Project Manager, in the form of a written change order.

3.2 If the written change order entitles the Subcontractor to additional compensation, the change order must include written documentation from any sub-subcontractors or suppliers that are entitled to compensation pursuant to or as a result of the written change order.

3.3 Any work that is deemed a change in value for the Subcontract Agreement, and which would delay Subcontractor or Construction Manager's scheduled completion, and for which the parties do not agree as to the value, shall upon twenty four (24) hours written notice, be diligently prosecuted by the Subcontractor according to the following guidelines. The Construction Manager shall determine an undisputed amount for the change order work, which shall be billed in accordance with the Payment terms herein. The disputed amount shall be submitted to the owner or architect for their ruling as to the value of the work. The decision as to the value of the work shall be based on the Owner or architect's ruling, and this amount shall thereby be the agreed upon value of the work.

3.4 Subcontractor will give Cosntruction Manager written notice of any claims relating to Subcontractor's performance under this Agreement, including claims for which Construction Manager or Owner might be liable, within three (3) calendar days of the occurrence of the condition or event which forms the basis of such claim. Failure to provide such written notice within the three-day period constitutes a waiver of any such claim.

4. INSURANCE

4.1 The Subcontractor shall procure and maintain at the Subcontractor's own expense, during the entire contract time, Liability Insurance as hereinafter specified:

a. Business Automobile Liability shall be provided for a Combined Single Limit of at least $1,000,000 for Bodily Injury and Property Damage. Coverage shall include owned, leased, hired and non-owned vehicles. Construction Manager shall be named as Additional Insured.
b. Workers Compensation Insurance for the protection of all Subcontractor's employees including partners and individual owners working on or in connection with the Project.
c. Commercial General Liability shall be provided for a Combined Single Limit of at least $1,000,000 for each occurrence, $1,000,000 Personal Injury and Advertising Liability, $2,000,000 Products and Completed Operations aggregate and $2,000,000 general aggregate. The policy shall contain no restrictions for contractual liability and xcu (explosion, collapse and underground). Construction Manager shall be named as additional insured, per form CG2010 1185 or equivalent. Subcontractor shall maintain Products and Completed Operations insurance and shall name Construction Manager as additional insured for at least two (2) years from the date of final payment. Subcontractor's insurance shall be primary and non-contributing so that the Construction Manager's policy will not respond until the limits under the Subcontractor's policy are exhausted.
d. Commercial Umbrella Liability shall be provided for at least $1,000,000 and shall be as broad as the primary General Liability and Automobile.

4.2 Certificates of Insurance, including a copy of the additional insured endorsement, acceptable to Construction Manager must be provided prior to Subcontractor commencing any work or ordering any materials. Renewal certificates must be provided no less then 14 days prior to expiration. All insurance carriers named in the Subcontractor's certificate of insurance shall have an A.M. rating of A- or better. The Certificates must also contain a provision that coverage afforded under the policies will not be canceled unless at least thirty (30) days prior written notice has been given to Construction Manager. Construction Manager shall not make any payment to Subcontractor until proper evidence of insurance is received. If Subcontractor performs any portion or all of the Work without the required insurances, Construction Manager shall deduct the greater of twenty five percent (25%) broken down as follows: 10% for General Liability, 10% for Workers Compensation, 3% for Automobile Liability and 2% for Umbrella coverage of the Subcontract Sum, or the value of the insurance premium as solely determined by Construction Manager's insurance carrier.

4.3 Waiver of Subrogation: Subcontractor waives all rights against Construction Manager, Owner and architect and their agents, officers, Directors and employees for recovery of damages caused by fire or other causes of loss to the extent such damages are covered by any insurance provided under this Subcontract Agreement.

5. INDEMNIFICATION

5.1 The Subcontractor shall indemnify and hold harmless Construction Manager and its agents and employees from and against any and all liability, suits, actions, claims, damages, losses, judgments, settlements, costs and expenses, including attorney's fees and litigation costs (including fees and expenses of consultants and/or expert witnesses), arising out of, related to or resulting from the Subcontractor's performance of the Work, provided that such suit, action, claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use therefrom, and is caused in whole or in part by any negligent or willful act or omission of the Subcontractor, its sub-subcontractors, suppliers, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable.

5.2 In any or all claims against the Construction Manager, or any of its agents or employees, by any employee of the Subcontractor, anyone directly or indirectly employed by Subcontractor, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, of benefits payable by or for the Subcontractor under workers compensation acts, disability benefits acts, or any other employee benefit acts.

5.3 If Construction Manager is assessed liquidated damages or other damages for delay on the Project, the Construction Manager may assess delay damages against Subcontractor according to Subcontractor's responsibility for the delay. In addition, Subcontractor shall be liable to Construction Manager for actual damages including, without limitation, reasonable attorney's fees caused by Subcontractor's delay.

5.4 Subcontractor shall at all times comply with all safety regulations as set forth by any state regulatory agency or any federal regulatory agency and shall indemnify Construction Manager against all claims and/or penalties arising from inspections by these agencies.

6. TERMINATION AND SUPPLEMENTING FORCES

6.1 The failure by Subcontractor to supply a sufficient number of skilled workmen, or to supply the specified or required materials, or sufficient and proper equipment, to prosecute the Work in a manner tocomply with the Completion Date, to pay in a timely manner for third party materials, equipment and labor, or to perform any covenant contained in the Contract Documents, shall constitute a default of the Subcontractor, and Construction Manager may, at its option, and after forty-eight (48) hours of written notice of said default to Subcontractor, terminate this Agreement.

6.2 The Construction Manager also has the right, with forty- eight (48) hours written notice to the Subcontractor, to hire third party forces to help to complete the work if the Subcontractor is proving unable to meet the scheduled Completion Date. All such supplemental charges incurred shall be deducted from the Subcontract Sum. In the event that the cost to supplement forces is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Construction Manager. If such amounts are not paid within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum and Subcontractor agrees to pay all costs of collection, including but not limited to court costs and attorney's fees.

6.3 In the event of default by Subcontractor and subsequent termination of Subcontractor by Construction Manager, Construction Manager shall complete the Work through its own or third party forces, and shall deduct the costs thereof from the unpaid amounts and retainage of this Subcontract. In the event the cost to complete the Work is greater than the unpaid amounts and retainage, Subcontractor shall pay those amounts to Construction Manager upon receipt of a written statement from the Coonstruction Manager. If such amounts are not paid by Subcontractor within fifteen (15) days of receipt of statement, Subcontractor agrees to pay Construction Manager interest on all such amounts at a rate of twelve percent (12%) per annum, and Subcontractor further agrees to pay any and all costs of collection, including but not limited to court costs and attorney's fees.

7. DISPUTES

7.1 The interpretation, performance and enforcement of this Agreement will be governed by the laws of the State of Michigan and or governing body that has jurisdiction over the project work site.

7.2 Any and all claims, disputes and other matters in questions arising out of or relating to this Agreement, or breach thereof, will be resolved, at Construction Manager's option (1) by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association in the County of Oakland, Michigan; or (2) in the Circuit Court of Oakland County, Michigan or such other venue as may be agreed upon by Construction Manager. Construction Manager and Subcontractor hereby waive their right to demand a jury trial. In the event that Construction Manager prevails in such arbitration or litigation, Subcontractor shall pay the Construction Manager the costs and expenses, including such reasonable attorney's fees and costs, including expert witness fees and expenses, incurred by Construction Manager in such arbitration or litigation.

7.3 Subcontractor shall turn the Work over to Construction Manager in good condition, free and clear of all claims, encumbrances and liens growing out of the performance of this Agreement. In the event a mechanic's or materialman's lien is filed by reason of work done or materials furnished to or by the Subcontractor or any of its sub-subcontractors, Subcontractor will, upon demand by Owner or Construction Manager and at Subcontractor's expense, cause such lien to be released of record, by bonding or otherwise. If Subcontractor fails to do so within a reasonable time after demand, Owner or Construction Manager may take such action as shall be necessary to remove such lien of record and if either of them do so, Subcontractor will, upon demand, reimburse them for all costs incurred, including, without limitation, attorney's fees.

8. MISCELLANEOUS PROVISIONS

8.1 Any amounts owed to Subcontractor under this Subcontract Agreement may be withheld by Construction Manager and applied to any actual or potential amounts or sums that are, or may in the future be owed by Subcontractor to Construction Manager on this or any other project, job, matter or contract between Construction Manager and Subcontractor including, without limitation, legal expenses and costs associated therewith.

8.2 Within ten (10) days following any request by Construction Manager, Subcontractor will furnish Construction Manager with a list of all subcontractors and material suppliers who have performed labor or supplied materials to Construction Manager as part of the Work, together with a statement of current balance owed to or claimed by each sub-subcontractor or supplier.

8.3 The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party to insist, in any or more instances, upon the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respect to further performance.

8.4 This Agreement and the Contract Documents constitute the entire agreement between parties and may not be amended, superseded or otherwise affected, except by an agreement in writing signed by both parties. This subcontract or the amounts due hereunder cannot be sublet or assigned in whole or in part without prior written approval from the Construction Manager.

8.5 The individual signing below has read and understands all of the terms described herein, and has the capacity to bind the Subcontractor.

8.6 No Asbestos containing building materials (ACBM) shall be used in the construction of this project.

Initials_____

8.6 LIQUIDATED DAMAGES: Recognizing that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable) within the time limits established herein, plus any extensions of time as allowed under the General Conditions, and also recognizing the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by the Owner if the Work is not Substantially Complete on time, instead of requiring any such proof, The Construction Manager and Contractor agree that as liquidated damages for delay (but not as penalty) Contractor will pay The Construction Manager (to be forwarded to the Owner)One Thousand Dollars ($ 1,000.00) for each day that expires after the date of Substantial Completion established herein until the Work is Substantially Complete and approved for occupancy by the Michigan Bureau of Construction Codes (if applicable). Liquidated damages charges shall be deducted from the Contractor's progress payments or final payment as applicable. The Owner reserves the right to demand legal proceedings in the event that the actual loss exceeds the damages provided for herein.

8-7 In addition, Contractor shall be responsible for all Architectural costs incurred by the Construction Manager after the established Final Completion date (thirty days after actual Substantial Completion date) resulting from Contractor's failure to properly complete the work. Any such costs shall be deducted from the Contractors progress payment or final payment as applicable.

This Agreement is entered into as of the day and year first written above, labeled as the contract date.

CONSTRUCTION MANAGER

Sugar Construction, Inc.

BY: _____

NAME: Jerry A Brown

TITLE: Project Manager

DATE: _____

SUBCONTRACTOR

Sample Subcontractor

BY:_____

NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "A"

Pursuant to the terms and conditions stated below, which are part of this agreement, the Subcontractor shall furnish all labor, materials, tools equipment, hoisting, scaffolding, clean-up and services necessary for the satisfactory completion of all work as described in the contract specifications as follows:

Scope of Work: Furnish labor, materials and equipment to install masonry per plans and specifications and per Bid Category 4.0 scope.

Bidding Addenda / Bulletins **See Exhibit B for Addendums**

And as shown on the drawings, including applicable addenda, accepted alternates, and all related work, and Subcontractor shall pay the government taxes, sales taxes, and use taxes as applicable. Without limiting the above scope, the following items of work are part of this Sub-Contract Agreement.

Specifications Dated: _____ Drawings Dated: _____

Initials _____

DOCUMENT 00 72 14

GENERAL CONDITIONS

1.1 SUMMARY

A. Document Includes:
   1. General Conditions.

B. Related Documents:
   1. Document 00 52 14 - Agreement Form.

1.2 GENERAL CONDITIONS

A. AIA Document A201-2007 General Conditions of the Contract for Construction as modified, included herein, is the General Conditions of the Contract.

END OF DOCUMENT

AIA® Document A201® – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Gaylord Community Schools
Sinking Fund Projects on a Project-by-Project basis or other projects as authorized by the Owner

THE OWNER:
(Name, legal status and address)
Gaylord Community Schools
615 S. Elm Avenue
Gaylord, Michigan 48735

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

THE ARCHITECT:
(Name, legal status and address)
Anthony Esson, Architect, PLLC
2111 Forester Drive
Frederic, Michigan 49733
(989) 732-0585

THE CONSTRUCTION MANAGER:
(Name, legal status and address)

Sugar Construction Inc.
2968 Venture DriveMidland, Michigan 48640(989) 631-5154The term "Contractor" shall also mean the Construction Manager, as that term is defined in the Contract.

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User Notes: (1516648771)

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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~~ Contract between the Owner and Contractor (hereinafter the ~~Agreement)~~ Contract) and consist of the ~~Agreement,~~ Contract, 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~~ Contract 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.~~ Architect or Owner. Unless specifically ~~enumerated~~ excluded in the ~~Agreement,~~ Contract, 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,~~ Project Manual, the Contractor's bid or proposal (to the extent it does not conflict with Owner's Bid Documents), or portions of Addenda relating to bidding 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.~~ consists of all goods and services, such as labor, transportation, materials, tools, and equipment (1) to be incorporated into the Project (or the Contractor's portion of the Project if the Contractor is not responsible for the entire Project), (2) required of the Contractor under the Contract Documents, or (3) necessary or appropriate to fully construct, fixture, operate and maintain the Project (or the Contractor's portion of the Contract if the Contractor is not responsible for the entire Project). The Work shall be performed in accordance with the Contract Documents. The Work may constitute the whole or a part of the Project. The term "Work" shall also include labor, materials, equipment and services provided or to be provided by subcontractors, sub-subcontractors, material suppliers or any other entity for whom the Contractor is responsible under or pursuant to the Contract Documents.

§ 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.

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§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker ~~is the person identified in the Agreement~~ shall be the Architect, unless otherwise identified in the Contract to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the ~~Agreement under Section 14.2.2.~~ Contract under Section 14.2.2.

§ 1.1.9 THE PROJECT MANUAL

The Project Manual is a volume of documents assembled for the Work which may include the bidding requirement, sample forms, Conditions of the Contract, Specifications, Drawings, the Contract and other information furnished by the Owner.

§ 1.1.10 APPLICABLE LAWS

Applicable Laws means all applicable federal, state and local codes, statutes, ordinances, laws including, but not limited to, the Americans with Disabilities Act ("ADA"), the Revised School Code, MCL 380.1 et seq., the School Building Construction Act, MCL 388.851 et seq., the Stille-Derosett-Hale Single State Construction Code Act, MCL 125.1501 et seq., the Michigan Building Code, and the rules and regulations, and lawful orders of all public authorities having jurisdiction over the Project, the Work site, the Work or the prosecution of the Work.

§ 1.1.11 CONSTRUCTION SCHEDULE

The Construction Schedule is the Critical Path Method ("CPM") schedule for construction of the Work submitted as part of the Contractor's Proposal, prepared by the Contractor and approved by the Owner in writing in accordance with Section 3.10. The Construction Schedule can be modified only by Change Order. Following any such modification, the term "Construction Schedule" shall mean the most recent Owner-approved version. The initial agreed upon Construction Schedule is attached to the Contract as an Exhibit and is referred to as the Project Schedule. Sometimes in these General Conditions the term "Project Schedule" is used. It shall have the same meaning as the Construction Schedule.

§ 1.1.12 MILESTONE DATES

The Milestone Dates are those dates included in the Construction Schedule that are critical to ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents.

§ 1.1.13 CONSTRUCTION TEAM

The Construction Team includes the Contractor, Subcontractors, Sub-subcontractor at any tier and suppliers and (1) all other persons in privity of contract with any of them in connection with the Work (except the Owner), (2) anyone else providing labor, materials, supplies, equipment or services as part of or in connection with the Work (except those, if any, hired directly or indirectly by the Owner) and (3) all of their officers, employees, agents, and independent contractors.

§ 1.1.14 CONTRACT TIME

The Contract Time is the number of calendar days described in the Construction Schedule in which (or, alternatively, the date set forth in the Construction Schedule by which) Substantial Completion shall be achieved, subject to any extensions granted in duly executed Change Orders or otherwise specifically permitted by the Contract Documents.

§ 1.1.15 EXTRAORDINARY MEASURES

Extraordinary Measures are corrective measures necessary to expedite the progress of the Work, including (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, (3) expediting the delivery of materials, and (4) other similar measures. The Owner shall have the right to order the Contractor to take Extraordinary Measures when it determines that the performance of the Work, as of a Milestone Date, has not progressed to or reached the level of completion required by the Contract Documents, at Contractor's sole cost and expense.

§ 1.1.16 MASTER DESIGN AND CONSTRUCTION SCHEDULE

The Master Design and Construction Schedule is the preliminary schedule for the Work to be developed by the Owner or Contractor during the bidding and negotiation process and which shall, at a minimum, provide for major elements such as preparation of the design, phasing of construction, the time of commencement and completion required for each anticipated Bid Package.

§ 1.1.17 PUNCHLIST

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Punchlist means a list of uncompleted or unacceptable items of Work which do not interfere with the use or occupancy of any part of the Work for its intended purpose and which, unless delayed by a need to order materials that could not reasonably have been anticipated by the Contractor, collectively are capable of being completed within sixty (60) days.

§ 1.1.18 The term "Product(s)" as used in the Contract Documents refers to the materials, systems and equipment provided by the Contractor for use in the Work of the Project.

§ 1.1.19 The terms "Warranty" and "Guarantee" as used in the Contract Documents shall have the same meaning and shall be defined as "legally enforceable assurance of satisfactory performance or qualify of a product or "Work."

§ 1.1.20 Where materials, systems and equipment items are referred to in the singular, such reference shall not serve to limit the quantity required. The Contractor shall furnish quantities as required by the Contract Documents to complete the Work.

§ 1.1.21 Unless specifically limited in the Contract, the words "furnish," "install," and "provide," or any combination thereof mean to furnish and incorporate into the Work, including all necessary labor, materials, and equipment and other items required to perform the Work indicated.

§ 1.1.22 HAZARDOUS MATERIALS. Hazardous Materials shall mean and include any toxic or hazardous materials or substances as defined or regulated by in any U.S. environmental law or any Applicable Laws.

§ 1.1.23 PERMITTED MATERIALS. Permitted Materials shall mean materials that are general supplies and equipment that have a hazardous or potentially hazardous nature and are or will be used for their intended purpose and which do not pose any significant threat of contamination to the Project Site or neighboring properties.

§ 1.1.22 VALUE ENGINEERING
Value Engineering means the detailed analysis of systems, equipment, materials, services, facilities, and supplies required by the Contract Documents for the purpose of achieving the desired and essential functions of the Owner's program at the lowest cost consistent with required and necessary performance, reliability, quality and safety.

§ 1.1.23 The words "consent," "approved," "satisfactory," "proper," "as directed," any derivatives of them, or similar terms, mean written approval by the Owner, and may include approval of the Architect if the Owner so directs. Except where a different standard is specifically established, the Owner has the right to grant or withhold such approval in its sole discretion.

§ 1.1.24 The word "provide" and any derivatives thereof, and similar terms, mean to properly fabricate, complete, transport, deliver, install, erect, construct, test and furnish all labor, materials, equipment, apparatus, appurtenances, and all items and expenses necessary to properly complete in place, ready for operation or use under the terms of the Contract Documents.

§ 1.1.25 The terms "known," "knowledge," "recognize," "believe," and "discover," and any derivatives thereof and similar terms, when used in reference to the Contractor, shall mean that which the Contractor knows or should reasonably know, recognized or should reasonably recognize, and discovers or should reasonably discover in exercising the care, skill, and diligence required of the Contractor by the Contract. The expression "reasonably inferable" and similar terms mean reasonably inferable by a Contractor familiar with the Work an exercising the care, skill and diligence required of the Contractor by the Contract.

§ 1.1.26 The word "including" shall not be a word of limitation, but instead shall be construed as introducing one or more nonexclusive examples.

§ 1.1.27 Words or abbreviations that are not defined but have well-known technical, trade or construction industry meanings, shall have those meanings ascribed to them. The singular shall include the plural and vice versa. Pronouns are interchangeable. The word "person" includes human beings and recognized legal entities. Unless the context clearly requires otherwise, reference to a section shall include all subsections beneath it bearing identical introductory numbers.

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§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include ~~all items~~ everything necessary for the proper execution and completion of the ~~Work by the Contractor.~~ Work. 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. Work called for on the Drawings and not mentioned in the specifications, or vice versa, shall be performed as though fully set forth in both. Nothing in this Section 1.2, however, shall relieve the Contractor of any of its obligations under the Contract Documents. Other conflicts between or among the Contract Documents shall be resolved under the following rules of construction:

.1 The specific shall govern over the general;

.2 Specified dimensions shown on the Drawings shall govern, even though they may differ from dimensions scaled on the Drawings, if any;

.3 Drawings of larger scale shall govern over those of smaller scale; any special Drawing details shall govern over standard detail;

.4 Specifications shall govern over Drawings in matters of material or equipment specified; Drawings shall govern over Specifications in matters of construction or installation detail;

.5 Documents of later date shall always govern; except that

.6 the Owner's Bidding Documents shall govern over Contractor's Proposal; and

.7 the Contract shall govern over all other documents, regardless of their dates.

§ 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.~~Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified. On certain Contract Documents, only a portion of the detail may be fully shown and the remainder indicated in outline, in which case the general detail shall be understood as applying also to other like portions of the Work. For example, if case carving, ornament, facing, veneer or similar treatment is indicated by starting of the detail, such detail must be continued throughout the course of parts in which it occurs, and to all similar parts in the Work wherever such general detail shall apply unless otherwise specifically provided in the Contract Documents.

§ 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.~~The organization of the specifications into divisions, selections, and/or articles, and the arrangement of the Drawings, shall not dictate to the Contractor in any way how the Work is to be divided among subcontractors, or establish the extent of Work to be performed by any trade. Similarly, the organization of the Contractor's duties into different phases or categories in the Contract is for convenience only and shall not limit the generality of the Contractor's obligation to provide all of the services whenever necessary.

§ 1.2.4 All references in the Contract Documents to standards (such as commercial standards, federal specifications, trade association standards or similar standards), whether for materials, processes, assemblies, workmanship, performance or any other purpose, shall mean, unless otherwise noted, the most recent available published version of such standard as of the date of that part of the Contract Documents bearing the reference. All standards referred to, except as modified in the Contract Documents, shall have the same force and effect as though printed therein. These standards will not be furnished to the Contractor, as the Contractor and all members of the Construction Team are required to be familiar with their requirements.

§ 1.2.5 Whenever a provision of the Contract Documents conflicts with agreements or regulations in force among members of trade associations, unions or councils, which regulate or distinguish the portions of the Work which shall or shall not be performed by a particular trade, the Contractor shall make necessary arrangements to reconcile the conflict without delay, damage, cost or recourse to the Owner. Delays in the Work resulting from the failure of the

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Contractor to use its best efforts to reconcile any such conflicts shall not result in an extension of the Contract Time and shall not result in the increase of the Contract Sum or Guaranteed Maximum Price.

§ 1.2.6 The Contractor acknowledges that there may be items of the Work, which the Contractor is responsible to provide under the Contract that are not drawn or specified in the Design but are necessary for the proper execution and completion of the Work and are consistent with and reasonably inferable from the Drawings and Specifications. All such items shall be provided as part of the Work without delay in its progress and without any increase in the Contract Sum or Guaranteed Maximum Price.

§ 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 will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.~~ Drawings, Specifications, Project Manual and all other documents, electronic or otherwise, and all data used in compiling, and the results of, any tests, surveys or inspections at the Project Site, as well as all photographs, drawings, specifications, schedules, data processing output, building information modeling (BIM), integrated project delivery (IPD) and/or computer-aided design/drafting (CADD) system disks/tapes, computations, studies, audits, reports, models and other items of like kind, and all intellectual property, prepared or created for or in connection with the Project, regardless of whether they were prepared by the Owner, the Contractor, the Architect, or a third party, shall constitute the Project Documents, and shall belong to the Owner.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of ~~Service on other projects or for additions to this Project outside the scope of the Work~~ Service, or any other documents prepared for or in connection with the Project, or any concepts or ideas developed in connection with the Project, for any purpose other than the Project without the specific written consent of the ~~Owner, Architect and the Architect's consultants.~~ Owner. The Owner shall at all times have access to and control over the disposition of any Drawings, Specifications, and other documents pertaining to the Project.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties ~~intend to transmit~~ transmit Project Documents or Instruments of Service or any other information or documentation in digital form, they shall ~~endeavor to~~ establish necessary protocols governing such transmissions, unless otherwise already provided in the ~~Agreement~~ Contract or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the ~~Agreement~~ Contract 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.

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§ 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.~~may at any time and from time to time designate a third-party, such as an architect or engineer or other professional consultant, to perform any of its duties under the Contract. In the event of any such designation, the Owner shall provide written notice to the Contractor. The duties, responsibilities and limitations of authority of any third party designated by the Owner pursuant to Section 2.1.1, shall not be restricted, modified or extended without written consent of the Owner.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; or (2) a change in the Work materially ~~changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The~~ increases the Contract Sum. If requested in writing by the Contractor, the Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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. All permits, fees, licenses and approvals not specifically identified in the Contract or Contract Documents as the responsibility of the Owner shall be the responsibility of the Contractor.

§ 2.2.3 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. The Contractor shall immediately notify Owner and Architect of any errors, inaccuracies or problems which Contractor becomes aware of in the course of its use of the survey.

§ 2.2.4 ~~The~~ Upon written request, 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.

§ 2.2.5 ~~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.~~

§ 2.3 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. This right shall be in addition to and not in limitation of Owner's rights under any provision of the Contract Documents, and Owner's right to stop Work shall not relieve Contractor of any of its obligations under the Contract Documents.

§ 2.4 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 written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the 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. Such~~

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~~action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.~~**§ 2.4.1** If the Contractor fails or defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a five-day period after receipt of written notice from the Owner or the Owner's designee to commence and continue correction of such failure, default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies, including any claim against the Contractor's Performance Bond, correct such deficiencies. In the event the Contractor's failure, default or neglect results in a threat to the safety of persons or property, the Contractor shall immediately correct such failure, default or neglect; otherwise, the Owner may undertake the same actions as permitted in the prior sentence. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including any and all legal expenses incurred to effectuate and enforce this provision, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. In the event the Owner directs another entity to perform Work pursuant to this Section that otherwise is the obligation of the Contractor, including correction of safety violations, either at the Contractor's request or as a result of the Contractor's failure to perform such Work, that other entity shall charge the Contractor all costs for labor, material and equipment plus that other entity's administrative, profit and overhead costs. The Contractor shall pay that other entity within ten (10) days of the date of invoice. If not paid within ten (10) days, the Contractor authorizes the Owner to withhold that amount from the Contractor and to pay the same to that other entity from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

§ 2.4.2 Upon notification to the Contractor, the Owner shall have the right to place and install equipment and machinery during the progress of the Work before the completion of the various parts of the Work. Such placing and installing of equipment and machinery shall not in any way evidence the completion of the Work or any portion thereof by the Contractor, nor signify the Owner's acceptance of the Work or any portion thereof. If the Owner places or installs such equipment and machinery with its own forces, the Owner shall be responsible for any damage to Work of the Contractor caused by the Owner's workers. If the Owner engages another contractor for such placement or installation, the Owner shall require said contractor to be responsible for such damages caused by its work, its workers, or its subcontractor(s). Upon discovery of any such damage, Contractor shall immediately notify Owner in writing.

§2.5 LIMITATION ON OWNER'S RESPONSIBILITY

§2.5.1 The Owner and Architect will not, under any circumstances, have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. Owner and Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents except the Architect shall provide services at no additional cost, made necessary by major defect or deficiencies in the Work of the Contractor(s) which, through reasonable care, should have been discovered by the Architect and promptly reported to the Owner and the Contractor(s), but which the Architect failed to so discover and/or report. Additionally, any design or Specification error furnished by the Architect shall be promptly corrected by the Architect at no cost to the Owner.. The Owner will not have control over or charge of and will not be responsible for acts or omissions of any member of the Construction Team.

§2.5.2 The Contractor shall only be entitled to rely upon instructions and directions provided by the Owner's authorized representative(s).

§2.5.3 The Owner may, in addition to delivering them to the Architect, from time to time 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 the Owner's objectives and goals. Review of such submittals will not be conducted for the purpose of determining their accuracy and completeness of 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. The Owner's review and approval of or taking other appropriate action on the Contractor's submittals shall not relieve the Contractor or the Architect of any of their obligations. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component. The Owner's receipt of any informational submittals, of any submittals relating to equipment or system

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designed by the Contractor, or of any submittals relating to alternatives proposed by any member of the Construction Team shall not constitute approval of or action by the Owner on such submittals. All such submittals will be received by the Owner for record purposes only.

§2.5.4 The Owner may from time to time review or observe or take other appropriate action concerning the Work and any documents, and the selection of Subcontractors and Suppliers. The Owner's doing so shall be solely for the limited purpose of providing the Contractor with information as to how such items relate to the Owner's objectives and goals with respect to the Work and not for the purpose of determining their accuracy and completeness and shall in no way create any responsibility on the part of the Owner for or complicity by the Owner in errors, inconsistencies, or omissions, nor shall any such review, approval, other action or payment of the Contractor alter or in any way reduce the Contractor's obligations under the Contract.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the ~~Agreement~~ Contract and is referred to throughout the Contract Documents as if singular in number. The Contractor is the primary (main) contractor who oversees and is responsible for all the Work performed on the Project, and to whom any and all subcontractors on the Project are responsible. 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 obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or 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.

§ 3.1.4 These General Conditions refer to the relationship between the Owner and Contractor. As to the contract between the Contractor and its Sub-Contractors, the General Conditions shall be read as the Contractor having the position of the Owner and the Sub-Contractors having the position of the Contractor. The Sub-Contractors are bound to the Contractor just as the Contractor is bound to the Owner. The Sub-Contractor shall have all the rights, duties and obligations to the Contractor as the Contractor has rights, duties and obligations to the Owner. The Sub-Contractors shall agree to and accept the same responsibility to the Owner as the Contractor. In the event any failure of a Sub-Contractor causes any type of injury or loss to the Owner, direct or indirect, the Contractor shall be jointly and severally liable to the Owner for such injury or damage in addition to any responsibility or liability of the Sub-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 (including weather 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 2.2.3, 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~~ Documents. The Contractor shall promptly report to the Owner and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Owner and 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. Failure by the Contractor to report to, or request clarification from, the Owner and Architect of any errors, omissions or inconsistencies shall result in interpreting and resolving such errors, omissions or inconsistencies in favor of the Owner and with no additional compensation to the Contractor.

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§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with ~~applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities,~~ Applicable Laws, 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 make 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 as would have been avoided if the Contractor had performed such obligations. If the Contractor ~~performs those obligations,~~ permits any construction activity to be performed that involves an error, inconsistency or omission in the Contract Documents or a physical condition at the Project Site it recognized or should, employing the degree of diligence required of that Contractor under the Contract Documents, have recognized without providing notice to the Owner and receiving authorization to proceed, the Contractor shall assume responsibility for such performance and bear all costs attributable to correction, without recovery, whether under the Contract Sum, Guaranteed Maximum Price or otherwise. If the Contractor performs the obligations of Sections 3.2.2 and 3.2.3, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract ~~Documents,~~ Documents or 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.~~ Construction Documents unless the Contractor recognized such errors, inconsistency, omission or difference and knowingly failed to report such to the Owner and Architect.

§ 3.2.5 Except and only to the extent otherwise provided in Section 2.2.3, by signing the Contract, the Contractor agrees: (1) to bear the risk of concealed or unknown conditions, if any, which may be encountered in performing the Work; and (2) that the established Contract Sum or Guaranteed Maximum Price accepted this responsibility with full knowledge of this risk. In agreeing to bear the risk of concealed or unknown conditions to the extent herein provided, the Contractor understands that, except and only to the extent provided otherwise in Section 2.2.3 or Section 4.3.4, concealed and/or unknown conditions shall not excuse the Contractor from its obligation to achieve full completion of the Work within the Contract Time, and shall not entitle the Contractor to an adjustment of the Contract Sum or Guaranteed Maximum Price. Except as provided in Section 2.2.3: (1) the Owner has not determined the accuracy or completeness of any information it may provide concerning physical conditions at the Project site, and all such information is made available to the Contractor, and shall by the Contractor be made available to bidders without any representation or warranty by the Owner whatsoever as to its accuracy, completeness, or relevancy; (2) the Contractor and the bidders shall independently evaluate such information for their use and shall be solely responsible for use or interpretation of such information; (3) any such use or interpretation shall not be the basis of any claim whatsoever against the Owner.

§ 3.2.6 If the Contractor encounters concealed or unknown conditions that differ materially from those anticipated or expected, the Contractor shall promptly notify the Owner, in writing of such conditions so that the Owner can determine if such conditions require design details, which differ from those design details shown in the Design or some other remedial action. The Contractor shall be liable to the Owner for any extra costs incurred as the result of the Contractor's failure to give such required notice.

§ 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed in writing to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

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§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and Sub-subcontractors at any tier, and their respective agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its ~~Subcontractors.~~ Subcontractors or Sub-subcontractors at any tier. References in the Contract Documents to the Work, obligations or acts or omissions of Contractor shall be interpreted to apply to the Subcontractors, Sub-subcontractors at any tier, suppliers, materialmen, and those employees and agents, irrespective if they are identified.

§ 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. Such provision of labor and materials shall occur in sufficient time to satisfy the existing Project Schedule. The Contractor bears the risk of any failure to timely provide such labor and materials for any reason. The Contractor agrees to execute the appropriate UCC forms to effectuate the Owner's ownership of the material and equipment furnished pursuant to this Contract to the extent the Owner has paid for services rendered.

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

§ 3.4.2.1 By making requests for substitutions based on Subparagraph 3.4.2 above, the Contractor:

(1) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

(2) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.

(3) Certifies that the cost data presented is complete and includes all related costs, including but not limited to the Architect's redesign costs; and waives all claims for additional costs related to the substitution which subsequently became apparent; and

(4) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be completed in all respects.

§ 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.

§ 3.4.3.1 The Contractor shall only employ labor on the Project or in connection with the Work capable of working harmoniously with all trades, crafts and any other contractors and individuals associated with the Project. The Contractor shall also minimize the likelihood of any strike, work stoppage or other labor disturbance.

§ 3.4.3.2 If the Work is to be performed by Trade Unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between the Contract Documents and any agreements or regulations of any kind which regulate, control or distinguish what activities shall or shall not be included in the Work of any particular trade.

§ 3.4.3.3 The Contractor shall cause pre-purchased equipment and material to be delivered to the Project Site or temporarily stored to assure coordination with other trades. The Contractor shall be responsible to verify that such equipment is in accordance with the Specifications.

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§ 3.4.3.4 To the extent practicable, materials and equipment will be delivered to the Project site in original containers or wrappings. Used materials or equipment will not be permitted to be incorporated into the Work without the written approval of the Architect and the Owner or unless specifically permitted or required by the Contract Documents. The Architect and the Owner shall have the right to have any such improperly used materials or equipment removed from the Project site or completed Work whenever detected. The Architect's or Owner's failure to detect such used materials or equipment shall not relieve the Contractor of its obligations under this paragraph. Neither the Architect nor the Owner shall have any obligation to inspect for or improperly detect used materials or equipment.

§ 3.4.5 ASBESTOS, PCB, and Urea Formaldehyde-Free Product Installation.

§ 3.4.5.1 It is hereby understood and agreed that no product, substance, or material containing or treated with asbestos, including chrysolite, amosite, crocidolite, tremolite asbestos, anthophyllite asbestos, actinolite asbestos, asbestos in vermiculite, erionite, and taconite (hereinafter collectively "asbestos"), polychlorinated biphenyls (PCB), or urea formaldehyde and any combination of these substances shall be installed or introduced into the Work by the Contractor, its employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors or Sub-subcontractors at any tier or other individuals or entities over whom the Contractor has control. The Contractor shall be required to provide a signed certification statement ensuring that all products or materials installed or introduced into the Work all be asbestos, PCB, and Urea Formaldehyde-free.

§3.4.5.2 The Contractor shall also be required to furnish certified statements from the manufacturers of supplied materials used during construction verifying their products or materials to be asbestos, PCB, and Urea-Formaldehyde-free in accordance with the requirements of Section 3.4.5.1.

§3.4.5.3 The Contractor shall complete and submit to the Owner a certification evidencing asbestos, PCB, and Urea Formaldehyde-free product and material installation prior to issuance of the final Certificate for Payment, in a form acceptable to the Owner.

§ 3.5 WARRANTY

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.~~ defects. 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. All warranties shall be in the form and substance required by the Owner and/or Contract Documents.

In addition to any other warranties, guarantees or obligations set forth in the Contract Documents or applicable as a matter of a law and not in limitation of the terms of the Contract Documents, the Contractor warrants and guarantees that:

.1 The Owner will have good title to the Work and all materials and equipment incorporated into the Work and, unless otherwise expressly provided in the Contract Documents, will be new;

.2 The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

.3 The Work and all equipment incorporated into the Work will be fit for the purpose for which they are intended;

.4 The Work and all materials and equipment incorporated into the Work will be merchantable; and

.5 The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, will commence to correct such breach within seventy-two (72) hours after written notice thereof and thereafter will use its best efforts to correct such breach to the satisfaction of the Owner; provided that if such notice is given after final

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payment hereunder, such seventy-two (72) hour period shall be extended to seven (7) days. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of the Contract.

§ 3.5.1 The Contractor shall assign to the Owner at the time of Substantial Completion any and all manufacturer's warranties relating to materials and labor used in the Work. Contractor shall perform the Work in a manner that will preserve any and all manufacturer's warranties.

§ 3.5.2 If the Contractor uses any portion of the Work or the Owner's other property, such items will be restored to the condition they were in immediately prior to such use at or before the time of Substantial Completion, or as otherwise specified in the Contract Documents. The Contractor's warranty and agreement to correct defective Work includes the Contractor's obligations under this section.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof 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. The Contract Sum includes all such applicable taxes and the Contract Sum shall not be modified as a result of Contractor's failure to include all applicable taxes, or a change in Contractor's tax liability. The Contractor shall pay all state and federal taxes levied on its business, income or property and shall make all contributions for social security and other wage or payroll taxes. The Contractor shall be solely responsible for such payments and shall indemnify the Owner and hold it harmless from any assessment and payment of the same. Notwithstanding the foregoing, in the event any federal, state or local taxes are revised, changed or amended, the Contractor shall comply with all such revised, changed or amended taxes, provided however, to the extent such revisions, changes or amendments to such applicable taxes cause a material increase to Contractor's Contract Sum, the Owner and Contractor agree to negotiate in good faith a mutual agreeable reasonable adjustment, if any, to the Contractor's Contract Sum hereunder.

§ 3.7 ~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~ 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.~~and other permits, governmental fees, licenses and inspections by governmental agencies necessary for the proper execution, completion and occupancy of the Work, including without limitation, all connection charges, assessments and inspection fees imposed by the Michigan Bureau of Construction Codes, the Michigan Bureau of Fire Safety, any municipal agency or utility company. All such permit fees and charges are included in the Contractor's Contract Sum or Guaranteed Maximum Price.

§ 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~~ Applicable Laws regarding the 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,~~ Applicable Laws, 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 21 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 an equitable adjustment 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 in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article~~

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~~15.~~ The Contractor shall notify the municipality, public utilities, agencies, Miss Dig and the Owner in a timely manner so as to allow reasonable response time before digging any tunnels or similar underground work, and shall protect all existing utilities, sidewalks, streets, and similar improvements while performing the Work.

§ 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 by providing written and dated notification 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.~~ features, as needed. 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~~ 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~~ 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.~~ in sufficient time to avoid delay in the Work.

§ 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. The superintendent shall be satisfactory to the Owner in all respects, and the Owner shall have the right to require the Contractor to remove any superintendent from the Project whose performance is not satisfactory to the Owner and to replace such superintendent with a superintendent who is satisfactory to the Owner; provided the request is made in good faith and for cause.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Architect through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply 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 prior written consent, which shall not unreasonably be withheld or ~~delayed.~~ delayed except with another superintendent who is satisfactory to the Owner.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, as part of its Contract Sum or Guaranteed Maximum Price, promptly after being awarded the Contract or at other times requested by Owner or set forth in the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's proposed construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the

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conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the ~~Work.~~Work in accordance with Project Manual or Bid Documents.

§ 3.10.2 ~~The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be 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, 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.~~

Except with the Owner's prior written approval, the Construction Schedule shall contain any Milestones and deadlines established in the Project Manual or Bid Documents. Once approved by the Owner, the Construction Schedule shall be reviewed monthly or at appropriate intervals as required by the conditions of the Work. **§ 3.10.3** The ~~Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~ Construction Schedule shall be in a detailed format satisfactory to the Owner which shall also: (1) provide a graphic representation coordinating and sequencing all activities and events that will occur during performance of the Work; (2) identify each phase of construction and occupancy; (3) set forth Milestone Dates and manpower loading.

§ 3.10.4 The Construction Schedule shall allow for and depict the following:

.1 Local weather conditions;

.2 Local jurisdictional or other work restrictions;

.3 Specific restrictions, constraints and Contract completion dates stipulated in the Contract Documents;

.4 Intermediate completion dates stipulated in the Contract Documents;

.5 Time for needed submittals by the Contractor and needed approvals by the Owner, Architect, or other agency or authority;

.6 Owner, Architect, or other agency or authority inspections and/or tests where required by the Contract Documents;

.7 The work of separate contractors or the Owner;

.8 Necessary resources to accomplish the Work within the Contract Time;

.9 Other information that may be provided by the Architect or the Owner; and

.10 A legend for each report or chart which clearly identifies how to interpret each.

§ 3.10.5 Upon review and acceptance by the Owner, the Construction Schedule shall be deemed part of the Contract Documents and shall not be subject to change except in accordance with Section 8.3 and Article 7. If it is not approved, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and Architect and resubmitted for approval.

.1 the Construction Schedule, subject to any modification granted in accordance with the Contract, shall constitute the Contractor's scheduling commitment to the Owner. It shall also serve as the basis for the Contractor's Contract Sum or Guaranteed Maximum Price.

.2 The Contractor shall meet at least bi-weekly with the persons providing labor or materials under each trade package to review their progress and take appropriate action to maintain the Construction Schedule.

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.3 the accepted Construction Schedule shall be updated (1) monthly to compare actual progress with projected progress and (2) at any other time if requested by the Owner. The updated Construction Schedule shall reflect the status of the Project's progress at the date of update and the Contractor's planned progress of remaining portions of the Work.

.4 The Contractor shall develop recovery schedules when milestone dates are or may be at risk.

.5 The Contractor is responsible for the completeness of the Construction Schedule. The Contractor shall confirm in writing, with each submission of the Construction Schedule, that the Contractor has reviewed the Construction Schedule with Subcontractors and Suppliers and has coordinated and allowed for the lead times associated with the delivery of materials or equipment required for the proper progress of the Work.

.6 The sequence of activities in the Construction Schedule will reflect the Contractor's intended approach to the execution of and completion of the Work. The Construction Schedule shall be broken into work areas to provide for a clear identification of the Planned Progress of the Work.

.7 The Owner's or the Architect's review of Construction Schedule shall not constitute or imply the acceptance of or relieve the Contractor of the responsibility for the means, methods, sequences, techniques or procedures used in the performance of the Work.

.8 The Construction Schedule shall represent the Contractor's plan for organizing, directing, managing, controlling, staffing and executing the Work required by the Contract Documents. The Owner shall have the right to rely on such Construction Schedule to coordinate and otherwise plan the work of the Owner, Architect, or other separate contractors, and to evaluate progress for payment purposes or other purposes as described in the Contract Documents.

.9 At the completion of the Work and as a condition precedent to final payment to the Contractor, the Contractor shall submit two (2) copies of the final updated Construction Schedule to the Owner.

§ 3.10.6 The Contractor shall proceed strictly (not substantially) in accordance with the Construction Schedule. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the Owner of any delay or potential delays. If any progress report indicates any delays, the Contractor shall, at no cost to the Owner, propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment of the Contract Time or any Milestone Date or the Construct Sum or Guaranteed Maximum Price unless any such adjustment is agreed to by the Owner and authorized pursuant to a Change Order. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect and incorporated into the approved Project Schedule.

§ 3.10.7 The Contractor shall cooperate in scheduling and performing its Work to avoid conflict or interference with the Work of others, and shall be responsible for any such conflict or interferences caused. The Contractor acknowledges and understands that the work schedule will be modified from time-to-time to work around the work of other contractors, in an effort to avoid conflicts or interference in the work of the Contractor or other contractors, and that such schedule changes do not give rise to a claim for damages by the Contractor for delay or otherwise. If the schedule for the Work is revised, the Contractor shall conform to the most recent schedule. The Contractor acknowledges that the schedule may change during the duration of the Project and that fact was taken into account by the Contractor when it agreed to the Contract Sum and entered into this Contract under the terms of the conditions set forth herein. As a result, the Contractor shall not be entitled to any additional monies or damages as a result of such schedule changes and the Contractor agrees that the Project Schedule, as modified, shall be an accepted term and contractual requirement. The Contractor shall complete work in accordance with the Project Schedule and Milestone Schedule(s).

§ 3.10.8 The Contractor shall cooperate in working out the proper sequence of operations between the Work of the Contractor and that of other trades on the Project site. The Contractor acknowledges that the schedule for the Work may change during the duration of the Project and the Contractor took that fact into account when it entered into the

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Contract. As a result, the Contractor shall not be entitled to any additional monies or damages as a result of such schedule changes.

§ 3.10.9 Contractor shall prosecute the Work undertaken in a prompt and diligent manner whenever such Work, or any part of it, becomes available, or at such other time or times as the Owner or Architect may direct so as to promote the general progress of the entire construction. The Contractor shall not, by delay or otherwise, interfere with or hinder the Work or the work of any other Contractor. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided in the schedule. If the Contractor shall, through its action or inactions, including the actions or inactions of its' subcontractors or suppliers, fall behind in furnishing necessary labor and/or materials to meet the construction needs in accordance with the established schedule, then it shall increase its forces or work such overtime as may be required, at its own expense, to bring its part of the work up to the proper schedule. In the event that Contractor does not take such action necessary to bring its part of the work up to schedule within twenty-four (24) hours of receiving notice from the Owner or Architect, then, as allowed by, the Owner may supplement Contractor's forces or remove Contractor from the Project and retain others to complete part or all of the remainder of Contractor's Work. Contractor shall be responsible for any and all costs of performing or completing the Work. Contractor shall pay any such sums within ten (10) days of date of invoice. If not paid within ten (10) days, the amount will be withheld from Contractor and paid to the relevant parties from next payment due Contractor.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as ~~constructed.~~ constructed together with a certification that they are "as-built" documents.

§ 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. All Work shall be furnished and installed in accordance with the Drawings, Specifications and as additionally required by the manufacturer's printed instructions. The Contractor shall review the manufacturer's instructions, and where conflict occurs between the Drawings or Specifications and the manufacturer's instructions, the Contractor shall request clarification from the Architect prior to commencing 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 the way by which 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~~ Construction Schedule as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

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§ 3.12.5.1 The Contractor shall check thoroughly all such submittals, including those it prepares itself, as to measurements, sizes of members, materials and all other details, to assure that they conform to the intent of the Contract Documents.

§ 3.12.5.2 The Contractor shall promptly return to the Subcontractors and/or Suppliers, for correction, any of the submittals that are found inaccurate or otherwise erroneous be corrected.

§ 3.12.5.3 After the Contractor has checked and approved such submittals, the Contractor shall place thereon the date of its approval and the legible signature of the individual who reviewed them and shall then submit them to the Architect for review. The Architect may refuse to check or review any submittals, which are not submitted in compliance with these requirements.

§ 3.12.5.4 Submittals describing manufactured equipment must be "Project Specific." Every submission copy must be clearly marked to fully define the intended model number, configuration and other applicable product information.

§ 3.12.5.5 Among other things, the Contractor shall be responsible for the constructability, content, completeness and consistency of all submittals.

§ 3.12.5.6 The Contractor shall notify the Owner when submittals are received. It shall deliver copies to the Owner upon request.

§ 3.12.5.7 The Contractor shall notify the Owner and the Architect in writing if any submittals appear to modify the requirements of the Contract Documents. This notice shall identify each and every change.

§ 3.12.5.8 The Contractor shall furnish to the Architect for review when requested, or when required by the Contract Documents, samples of all materials and finishes to be used in the execution of the Work. Such samples shall be of sufficient size to be representative and the required number of them shall be submitted before the Work utilizing the materials they exemplify is commenced and in ample time to permit examination thereof. In all cases, samples shall be submitted at least three (3) weeks prior to when approval is needed to maintain the progress required by the Construction Schedule. All materials furnished and finishes applied to the Work shall be fully equal to the submitted samples.

.1 Samples shall be forwarded to the Architect with all shipping charges prepaid. Unless otherwise directed, samples shall be submitted in triplicate, boxed or wrapped properly, each labeled with the name, type or brand of the materials, its place of origin, the names of its producer, Contractor and the Project.

.2 The approval of Samples is generally directed towards establishing quality, color and finish criteria, and does not modify the requirements of the Contract Documents at to dimensions or design.

§ 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.

§ 3.12.6.1 The Architect will check and review the submittals with reasonable promptness and within any time limits agreed upon in writing and will return them as hereinafter described, indicating by notation, or by written instructions, or other directions, any corrections, which in the judgment of the Architect, may be necessary to meet the requirements of the Contract Documents. The Contractor shall then review such notations, instructions, or directions, and if the Contractor concurs therein, shall make or have made such corrections, and shall, when so noted on the submittals or requested by the Architect, resubmit corrected submittals to the Architect as soon as possible, for final check and review. Such final check and review by the Architect of submittals so corrected and resubmitted will be limited to the corrections only, and the Contractor, by such resubmission shall be held to have represented that such submittals contain no other alterations, additions, or deletions, unless the Contractor, in writing, directs the Architect's specific attention to same. Should the Contractor question or disagree with such notations, instructions, or directions, the Contractor shall direct the Architect's attention to same for further clarification before resubmitting them.

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Corrections or changes indicated on submittals shall not be construed as an order for a change in the Work or to perform extra work.

§ 3.12.6.2 The Architect's review of 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 of systems, all of which remain the responsibility of the Contractor. The Architect does not assume responsibility for errors, omissions or deviations from the Contract Documents contained in such submittals. Any such errors, omissions or deviations from the Contract Documents must be corrected by the Contractor, irrespective of the receipt and review of the submittals by the Architect, and even through the Work is done in accordance with such submittals, unless such error, omission or deviation from the Contract Documents is specifically called to the Architect's attention by the Contractor in a separate written letter of communication, at the time of submittal, and the Architect has given written approval of such error, omission or deviation.

§ 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 requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing 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 written 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. 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 cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed 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, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 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, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.~~**§ 3.13.1** The Contractor shall confine operations at the site to areas permitted by Applicable Laws, and the Contract Documents and shall not unreasonably encumber the Project site with materials or equipment. Only materials and equipment which are to be used for the Project or carry out the Work shall be stored at the Project site. Protection of such materials and equipment shall be the sole responsibility of the Contractor. No off-site storage is permitted without the Owner's prior written consent.

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§ 3.13.2 No member of the Construction Team shall erect any sign on the Project Site without the Owner's prior written consent.

§ 3.13.3 The Contractor shall ensure that the Work is at all times performed in a manner that affords the Owner, the Architect, and the Owner's separate contractors reasonable access, both vehicular and pedestrian, to the Project Site and all adjacent areas. The Work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the Project site shall be free from all debris, building materials and equipment. Without limiting any other provision of the Contract Documents, the Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of (1) any areas and buildings adjacent to the Project site or (2) portions of the Project in which Work is not being carried out in the event of partial occupancy.

§ 3.13.4 The Contractor shall not, without the Owner's prior written approval, permit any workers to use any existing facilities at the Project site, including, without limitation, lavatories, toilets, entrances, and eating and parking areas, other than those designated by the Owner. Without limiting any other provision of the Contract, the Contractor shall enforce compliance with all policies, procedures, rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project site and the surrounding area. Existing Construction Team to comply with all insurance requirements and collective bargaining agreements applicable to use and occupancy of the Project site and the surrounding area. However, the Contractor shall not be responsible to regulate the workers' conduct outside of work hours except as may be permitted under applicable laws and collective bargaining agreements.

.1 Should any room or part of an existing building or facility be temporarily used by any member of the Construction Team as a shop, storeroom, locker room, an office, or for any other purpose, such room or part shall, prior to completion and when so directed, be thoroughly cleaned and returned to its original condition. All damage to any such room or part of an existing building or facility arising therefrom shall be corrected, and the whole left in a condition acceptable to the Owner by the Contractor. No room or part of an existing structure shall be so used without the prior written consent of the Owner.

§ 3.13.5 Anything contained in the Contract Documents to the contrary notwithstanding, no one except the Owner shall be permitted to disrupt the operation of any building system, utilities, or any other services without the Owner's prior written consent. Any request to perform such work shall be in writing, received by the Owner no less than five (5) days prior to the commencement of the requested disruption, and shall detail (1) the exact nature and duration of such interruption, (2) the area affected, and (3) any impact upon the Construction Schedule caused by such proposed temporary disruption. Except in the case of extraordinary measures, all Work shall be performed during the hours and on the days set forth in the Specifications. The Contractor's failure to comply with the notice provisions of this section shall constitute a waiver by the Contractor of any right it may have to an adjustment of its Contract Sum, or the Contract Time, on account of any postponement, rescheduling, or other delays ordered by the Owner in connection with any Work affecting a critical service for which appropriate notice was furnished.

§ 3.13.6 The Contractor will consult with the Owner concerning any necessary operations at the Project site, including staging area limits, office or storage trailer locations, dumpster operations, equipment and material deliveries, hoisting areas and any other construction impacts on the Owner's grounds.

§ 3.13.7 The Contractor shall provide suitable toilet facilities, at locations approved by the Owner, for the use of all its employees and those of the Construction Team and shall maintain same in proper sanitary condition acceptable to the Owner. All temporary toilet facilities shall be removed upon completion of the Work. The Contractor or any of its employees, agents or Subcontractors shall not use any toilet facilities of Owner's buildings without the Owner's prior written consent.

§ 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 and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents. Only skilled tradespersons shall perform any cutting, fitting or patching work.

§ 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

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excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The ~~Contractor shall keep the premises~~ Contractor, its employees, Subcontractors, Sub-subcontractors at any tier, and their respective agents and employees, and other persons performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors or Sub-subcontractors at any tier shall keep the Project site and surrounding area free from accumulation of waste materials or 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,~~ keep the Project site clean as required by the Owner or as provided in the Contract Documents or fails to clean up the Project site upon completion, the Owner may do so and Owner shall be entitled to reimbursement for all costs and expenses for clean-up from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect 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 indemnify and hold harmless the Owner and Architect harmless from any and all costs, damages and losses, including, but not limited to, actual attorneys' fees, loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such 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.~~ Contractor shall indemnify, defend and hold harmless the Owner, its Board and its Board Members in their official and individual capacities, its administrators, employees and agents, from and against all claims, counter-claims, suits, debts, demands, actions, judgments, liens, injuries, liabilities, costs, expenses, damages, and actual attorney fees and actual expert witness fees arising out of or in connection with Contractor's performance of the Work pursuant to the Contract Documents and/or from Contractor's violation of any of the terms of the Contract, including, but not limited to: (1) the negligent acts or willful misconduct of the Contractor, its officers, directors, employees, agents and Subcontractors; (2) any breach of the terms of the Contract by the Contractor, its officers, directors, employees, agents and Subcontractors; (3) any violation of applicable state and/or federal law, rule, ordinance, policy or regulations and/or licensing and permitting requirement applicable to providing the Work by its officers, directors, employees, agents and Subcontractors; or (4) any breach of any representation or warranty by the Contractor under the Contract by its officers, directors, employees, agents and Subcontractors. The Contractor shall notify the Owner by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Contract. This paragraph shall survive the expiration or earlier termination of the Contract and shall not be limited by the Contractor's insurance obligations contained in this Contract. In addition to and not in limitation of the Contractor's other indemnity obligations, the Contractor hereby accepts and assumes

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exclusive liability for and shall indemnify, protect and save harmless the Owner and Architect from and against the payment of the following:

All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the unemployment insurance law of any state, the federal Social Security Act, federal, state, county and/or municipal tax withholding laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed, engaged in the Work to be performed and furnished under the Contract;

All sales, use, personal property and other taxes (including interest and penalties thereon) required by any federal, state, county, municipal or other law to be paid or collected by the Contractor or any of its Subcontractors or vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of the Work or the acquisition, ownership, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the Work; and

All pension, welfare, vacation, annuity and other benefit contributions payable under or in connection with respect to all persons by whomsoever employed, engaged in the Work to be performed and furnished under the Contract.

The Contractor shall indemnify, defend and hold the Owner harmless from any claim, damage, loss or expense, including but not limited to actual attorney fees, incurred by the Owner related to any hazardous material or waste, toxic substance, pollution or contamination brought into the Project site or caused by the Contractor or used, handled, transported, stored, removed, remediated, disturbed or dispersed of by Contractor.

§ 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.

§ 3.19 RECORD DOCUMENTS

§ 3.19.1 The Contractor shall maintain at the Project site on a current basis for review by the Owner, the Architect, and all members of the Construction Team, the Record Documents, which include: a record copy of all logs, reports, Contract Documents, and Record Drawings, in good order and marked to record all changes made during construction; all approved Shop Drawings, Product Data, Samples, and other submittals; applicable handbooks; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of the Contract Documents or the Work. As part of the Record Documents, the Contractor shall maintain records of principal building layout lines, elevations of the bottoms of footings, project floor levels and key site elevations certified by a qualified surveyor. The Contractor shall at all times make all records (excluding internal memoranda or reports, privileged communications and documents with incidental references to the Work, or documents which discuss multiple projects) available to the Owner and the Architect, and, at the completion of the Work, shall deliver all such Record Documents to the Owner neatly organized, bound and indexed. The Contractor shall monitor preparation of as-built Drawings by Subcontractors on a monthly basis and shall take corrective action as appropriate when as-builts are not being properly updated. The Contractor shall be permitted to retain a copy of the Record Documents for its own use after the Work is completed and, in any event, the Owner shall continue to provide access to the Record Documents, for the Contractor to inspect and copy.

§ 3.19.2 The Record Drawings shall be prepared and updated during the prosecution of the Work. The prints for Record Drawing use will be a set of blackline prints provided by the Architect to the Contractor at the start of construction. The Contractor shall maintain said set in good condition and shall use colored pencils or other methods reasonably acceptable to the Owner to mark up said set with "record information" in a legible manner to show: (1) deviations from the Drawings made during construction; (2) details in the Work not previously shows; (3) changes to existing conditions or existing conditions found to differ from those shown on any existing drawings; (4) the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub-outs; and (5) such other information as the Owner may reasonably request.

§ 3.19.3 The Contractor shall keep note of all the deviations and discrepancies in the underground, concealed conditions and other items of construction and the Work on field Drawings. At the completion of the Project the

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Contractor's notes on the record field Drawings shall be neatly transcribed onto a clean set of Drawings furnished by the Architect. The Contractor shall submit the final Record Drawings to the Architect for review.

§ 3.19.4 During construction, the Contractor shall maintain on the Project site, a separate, clean set of Drawings for the sole purpose of recording changes and actual 'as installed' information. This set shall be accessible for inspection by the Owner and the Architect at all times. The Contractor shall bring this set of Drawings to the scheduled construction progress meetings. The Contractor shall record all information as the Work progresses, clearly and neatly, in color and maintain it on a current basis as directed by the Owner and submit these Drawings to the Owner within thirty (30) days after Substantial Completion. As a general guide, the type of information to be recorded includes, but is not limited to: (1) revisions made except minor or non-critical dimensional changes, (2) omissions, including Work omitted by Change Order or accepted alternates, (3) exact dimensioned locations of concealed lines, (4) locations of all control devices, (5) any additions to Work, (6) changes in significant details, (7) and any other information of a similar nature.

§ 3.19.5 Upon substantial completion of the Project, the Contractor shall submit to the Owner the Contractor's mechanical and electrical coordination Record Drawings prepared during construction by the Contractor. Examples of such drawings include sheet metal ductwork drawings, piping drawings, fire protection piping drawings, electrical raceway drawings, and the like. When the Contractor produces drawings by computer aided drafting, the Contractor shall also submit their coordination drawings on electronic data files compatible with AutoCAD computer software. All such documents shall contain the Owner's Project Number for identification purposes.

§ 3.20 WARRANTIES AND MANUALS

§ 3.20 Unless the Contract Documents require otherwise, the Contractor shall bind and turn over to the Owner two (2) sets of manufacturers' warranties and operating and/or maintenance manuals, instructions, or schedules for all equipment and special materials requiring such. Such binders will clearly categorize and index each piece of equipment and material included, and shall be clearly marked noting "Project Specific" equipment, model numbers, and other applicable information. Such manuals will be collected and organized by the Contractor and submitted to the Owner at one time, prior to the issuance of the certificate of substantial completion.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 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~~ Contract and is referred to throughout the Contract Documents as if singular in number.

§ 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.

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

§ 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~~ 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, except as provided in Section 3.3.1.

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§ 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 report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) 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 FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 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 13.5.2 and 13.5.3, whether or not such 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, material and equipment 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, unless otherwise specifically stated by the Architect, 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 authorize 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 duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 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. The Contractor

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shall reimburse Owner for all costs and expenses for the Architect's time to interpret and decide matters it deems clear and unambiguous.

§ 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. The Contractor shall, and shall cause all Subcontractors to comply with an interpretation and decisions of the Architect.

§ 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 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. ~~Failure of the Owner or Architect to reply 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 previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

~~By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these Documents, assumes toward the Owner and~~

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~~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.~~**§ 5.3.1** By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these 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. 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.

§ 5.3.1.1 Work performed for the Contractor by a Subcontractor shall be performed pursuant to a written subcontract, which shall (in addition to the requirements of Sections 5.3 and 5.4) contain provisions that:

(1) Requires that such portion of the Work be performed in accordance with the requirements of the Contract Documents;

(2) Requires timely submission of Subcontractor's applications for payment and ancillary materials in order to enable the Contractor to apply for payment in accordance with the provisions of Article 9;

(3) Waives all rights to contracting parties may have against one another or that the Subcontractor may have against the Owner for damages caused by fire or other perils covered by the property insurance described in Article 11;

(4) Recognizes the rights of the Owner pursuant to the Contingent Assignment of Subcontracts contained in these General Conditions and require the Subcontractor (upon notice by the Owner that the Owner has terminated the Contract with the Contractor pursuant to the terms of Article 14, and that the Owner has elected to retain the Subcontractor pursuant to the terms of its Subcontract with the Contractor) to complete the unperformed obligations under such Subcontract and, if requested by the Owner, to enter into an appropriate agreement evidencing the fact that the Subcontractor is bound to the Owner under its Subcontract in the manner in which it had been bound to the Contractor;

(5) Requires the Subcontractor performing labor at the Project site to carry and maintain the insurance described in Article 11, unless otherwise approved by the Owner, and to deliver certificates of insurance to the Contractor prior to commencement of its portion of the Work;

(6) Includes the following sentence: "Owner is an intended third-party beneficiary of this Subcontract.";

(7) Requires each Subcontractor to make all claims for changes or extensions of time to the Contractor strictly (not substantially) in the manner provided in the Contract;

(8) Limits claims and damages in the manner provided in the Contract; and

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(9) Are in no way inconsistent with any provision of the Contract;

(10) Requires the Subcontractor to indemnify the Owner the same extent required under Section 3.18.

Sub-subcontracts and supply contracts shall be subject to identical conditions, except: (1) suppliers that are not performing any Work on the Project site are not subject to the insurance requirements described in Article 11; and (2) Subcontractors and Sub-subcontractors may satisfy the insurance requirements described in Article 11 by being named as an additional insured under the Contractor's insurance policies or, in the case of a Sub-subcontractor, by being named as an additional insured under a Subcontractor's insurance policies.

§ 5.3.1.2 Upon request, the Contractor shall deliver a copy of any Subcontract, Sub-subcontract or Supply Contract to the Owner.

§ 5.3.2 COORDINATION OF SUBCONTRACTORS

§ 5.3.2.1 The Contractor shall provide supervisory, administrative, management, inspection and related services as required to properly coordinate, schedule and sequence the Work of the Subcontractors with each other (to avoid both supplication and omission of Work) and with the activities and responsibilities of the Contractor, the Owner and the Architect to complete the Work in accordance with the requirements of the Contract Documents with respect to cost, time and quality and to ensure that the other goals of the Work are otherwise met or exceeded.

§ 5.3.2.2 The Contractor shall schedule and conduct with the Subcontractors and Sub-subcontractors construction progress and any other meetings deemed necessary to discuss such matters as procedures, progress, problems, safety, inspections, sequencing, and scheduling, and shall prepare and promptly distribute minutes. Construction progress meetings will be conducted by the Contractor weekly unless otherwise directed by the Owner and attended by all Subcontractors and Sub-subcontractors whose Work has not been completed. Executive level progress meetings will be held on a monthly basis. All progress meetings minutes shall be provided to the Owner by the Contractor within five (5) days after the meeting and distributed to all attendees promptly after they have been approved by the Owner. The Owner will act promptly in providing its approval.

§ 5.3.2.3 Schedule of Subcontractors' Work. The Contractor shall require each Subcontractor to agree to be contractually bound to the requirements of the Construction Schedule. The Contractor shall require each Subcontractor to agree to cooperate with the Contractor in developing a detailed schedule applicable to its portion of the Work within fourteen (14) days after award of contract unless otherwise specified. The Contractor shall assist in the development of all Subcontractor schedules and shall prepare such schedules if any Subcontractor fails to do so. The Contractor shall require all Subcontractors to meet as often as necessary with the Contractor to complete their detailed schedules. However, the Construction Schedule will take precedence over any schedules prepared by Subcontractors with respect to time of completion for each bid package. If any such schedule indicates that additional time or effort will be required to maintain these schedules, the Contractor, Subcontractor shall agree to work additional time, including weekends if necessary, or to add manpower, all at no extra cost to the Owner. The Contractor will require all their subcontractors to include the requirements in Sections 5.3.2.3 and 5.3.2.4 in their sub-subcontractor contracts.

§ 5.3.2.4 Subcontractors' Performance. The Contractor shall ensure satisfactory and timely (with reference to both Milestone and Substantial Completion Dates) performance from each of the Subcontractors. The Contractor shall take appropriate measures when any Subcontractor is not performing its obligations satisfactorily.

§ 5.3.2.5 Payments to Subcontractors. Upon award of the Subcontract, the Contractor shall have each Subcontractor prepare and submit a schedule of values allocating that portion of the Cost of the Work attributable to its Subcontract to the various portions of the Work. Each schedule of values shall be prepared in a form and substance acceptable to the Contractor (which form shall previously have been approved by the Owner) and supported by such data as may be necessary to substantiate its accuracy. The Contractor shall develop and implement procedures for the review and processing of applications by Subcontractors for progress and final payments. Payment packages shall include, but shall not be limited to, each of the following documents: schedule of values, sworn statements, and appropriate forms of full or partial construction lien waivers or other similar waivers and releases of claims.

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§ 5.3.2.6 Safety Programs. The Contractor shall provide a general review of safety programs developed by each of the Subcontractors, including a verification that each Subcontractor has submitted its report of the recommended safety precautions and programs, as required by the Contract Documents. If the Contractor observes a safety violation, the Contractor shall require a Subcontractor to correct it. After written notification to the Subcontractor to correct the safety violation, if the Subcontractor does not correct the problem in a timely fashion, the Contractor shall cause the Work to be corrected by other means. The performance of such services by the Contractor shall not relieve the Subcontractors of their responsibilities for performance of the Work and for the safety of persons and property, and for compliance with all federal, state and local statute, rules, regulations and orders applicable to the conduct of the Work. The Contractor shall conduct regular safety meetings with Subcontractors' superintendents to ensure the Subcontractors' compliance with federal, state or local statutes, rules, and regulations relating to the Workers' safety or any other aspect of the Work.

§ 5.3.2.7 Work. The Contractor shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents, and shall guard the Owner against defects and deficiencies in the Work. As appropriate, the Contractor shall require special inspection or testing, or make recommendations to the Architect regarding special inspection or testing, of Work not in accordance with the provisions of the Contract Documents whether or not such Work has been then fabricates, installed or completed, and shall reject Work which does not conform to the requirements of the Contract Documents. The Contractor shall coordinate any inspections which may be required by any governmental agencies.

§ 5.3.2.8 Interpretation. The Contractor shall consult with the Architect and the Owner if any Subcontractor requests interpretations of the meaning and intent of any of the Contract Documents, and shall assist in the resolution of questions, which may arise.

§ 5.3.2.9 Insurance Certificates. The Contractor shall receive certificates of insurance from the Subcontractors, and shall review such certificates for compliance with the requirements of the Contract Documents, and shall forward the original certificates to the Owner. No member of the Construction Team shall be permitted to commence any portion of the Work or have a presence at the Project Site without complying with all insurance requirements of the Contract Documents. The Contractor shall monitor the same to ensure the certificates of insurance remain current, and shall advise the Subcontractors of the impending expiration of their respective certificates, but the failure of Contractor to give such advice shall not, as between the Contractor and any of the Subcontractors, excuse the obligation of the Subcontractors to maintain current, unexpired certificates.

§ 5.3.2.10 System Readiness. The Contractor shall, in the company of the Architect and the Owner's maintenance personnel, observe the Subcontractors' evaluation of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.

§ 5.3.2.11 Contractor and Subcontractors' Warranty Acknowledgment. The Contractor shall execute and deliver to the Owner, and shall cause anyone giving warranties that is contractually bound to the Contractor to execute and deliver to the Owner, the following Warranty Acknowledgment before a Certificate of Final Completion is issues:

WARRANTY ACKNOWLEDGMENT

> (Name of Subcontractor) ("Contractor") warrants that all of its Work complies with the requirements of the Contract Documents. If, within one (1) year after the date of Substantial Completion of the Work or designated portion of the Work, any of Contractor's Work is found to be not in accordance with the requirements of the Contract Documents, Contractor shall correct the Work at its sole expense promptly after receipt of written notice from the Owner. This one (1) year period shall be extended (1) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Contractor's Work, and (2) with respect to warranty work for an additional one (1) year period following each correction. This obligation shall survive acceptance of the Work and termination of our contract.

This warranty shall be in addition to the terms of any other warranty or longer period of obligation specified in the Contract Documents, any applicable special warranty required by the Contract Documents, or the terms of any general warranty and is not in lieu of any of them. This warranty shall not be construed to establish a period of limitation with

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respect to other obligations which Contractor might have under the Contract Documents and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced or to the time which any proceeding may be commenced.

§ 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 in writing; 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 such 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 Owner reserves the right but assumes no obligation to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to ~~insurance and waiver of subrogation.~~ insurance. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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.~~Contract.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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

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report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report 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, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs including costs 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors 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.

§ 6.2.6 Subject to the provisions of, and rights to recover from, any property insurance that the Owner is responsible to maintain, the Contractor shall, at its expense, without recovery from the Owner, under the Contract Sum, or Guaranteed Maximum Price, or use of any contingency or otherwise, promptly remedy damage caused by any member of the Construction Team to completed or partially completed construction or to property of the Owner or separate contractors.

§ 6.2.7 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

§ 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 and Owner will allocate the cost among those ~~responsible.~~responsible in their sole discretion. The Owner's right to clean up shall in no event be deemed a duty, and should the Owner choose not to pursue this remedy, the Contractor necessitating such action shall remain fully responsible for the same.

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, only by Change Order, Construction Change ~~Directive~~ Directive, written contract amendment 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.~~alone with the Owner's prior approval.

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

§ 7.1.4 Changes in the Work may be made without notice to the Contractor's sureties, and absence of such notice shall not relieve such sureties of any of their obligations to the Owner. If notice of any extra Work or change in the Work affecting the general scope of the Work or the provisions of the Contract Documents is required by the provisions of any bond, to be given to any surety issuing such bonds, the giving of any such notice shall be the Contractor's sole responsibility.

§ 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

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.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Written agreement by the Owner, Architect and Contractor on any Change Order shall constitute a final settlement of and a waiver of and permanent bar to all claims by Architect or Contractor relating to the change in the Work which is the subject to the Change Order, including all direct and indirect costs associated with such change and any and all adjustments to the Contract Sum or Guaranteed Maximum Price and the Contract Time. The Contractor shall include the Work covered by such Change Orders in its Applications for Payment as if such Work were originally part of the Contract Documents.

§ 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. However, the Contract Time shall only be adjusted if the Contractor demonstrates the Construction Change Directive adversely affects the Construction Schedule.

§ 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 or more 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably ~~adjusted.~~adjusted, unless the Contractor provided such unit prices as a part of a competitive bid, in which case the unit price may not increase.

§ 7.3.5 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. Contractor agreements to a Construction Change Directive shall require a follow-up writing or signature as contemplated in Section 7.3.6.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine with the Owner's approval the method and 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,~~ Contract, or if no such amount is set forth in the ~~Agreement, a reasonable amount.~~ Contract, a reasonable amount however, any such change shall not exceed five percent (5%) in the changes in the Work. 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 7.3.7 shall be limited to the following:

.1 ~~Costs~~ Actual costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

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.2 ~~Costs~~ Actual 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~~ Actual costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

~~.5 Additional costs of supervision and field office personnel directly attributable to the change.~~

§ 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 undisputed Work completed under the Construction Change Directive in Applications for Payment. ~~The~~ For those undisputed portions, 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~~ cost, if agreed to by the Owner in writing, shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of ~~either party~~ the Contractor to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree in writing with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, in writing, 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.

§ 7.3.11 In no event shall the Contractor be entitled to receive, and the Contractor hereby waives the right to receive any payment or any extension of time for additional or changed work, whether partially or fully completed or simply proposed, unless such additional work is authorized by a written Change Order or Construction Change Directive signed by the Owner, nor shall the Contractor be obligated to proceed with any such work. Only the Owner shall have the right to issue a written Change Order or Constructive Change Directive to the Contractor authorizing an addition, deletion or other revision in the scope of the Work and/or an adjustment in the Contract Sum or Guaranteed Maximum Price or the Construction Schedule.

§ 7.4 MINOR CHANGES IN THE WORK

The ~~Architect has~~ Architect, with the Owner's written approval, has the authority to order minor changes in the Work not involving adjustment in the Contract Sum or Guaranteed Maximum Price or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes ~~will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.~~ shall be effected by written order and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly. Architect shall not, without written approval of Owner, order changes in the Work under this Section 7.4.1 that (1) are inconsistent with the intent of the Contract Documents; (2) render the Drawings and Specifications not in material conformity with the Work; or (3) materially affect the quality, utility or general aesthetics of the Work or any component, or result in the use of materials or equipment which are not equivalent to or better than the materials and equipment set forth in the Drawings and Specifications prior to such change.

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.~~See Section 1.1 for Basic Definitions.

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

§ 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.

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§ 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~~ Contract the Contractor confirms that the Contract Time ~~is~~ and the Construction Schedule contain 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, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article ~~11 to be furnished by the Contractor and Owner.~~ 11, or delivery of the performance and payment bonds required by law, to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall ~~proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.~~see to the diligent, expeditious performance of the Work, with adequate resources so that all the Work will be completed within the Contract Time. The Contractor shall require overtime, multiple shifts and any other action necessary to complete of the Work within the Contract Time, all without additional cost to the Owner except as otherwise specifically provided in Section 8.4 in a Change Order or Construction Change Directive. The Contractor shall not, without the Owner's prior written approval, reschedule or re-sequence the Work that will cause the date of Substantial Completion to be modified so that an action, approval, or activity of the Owner moves onto the critical path or otherwise becomes critical to the Contract Time so long as such action, approval, or activity would not in fact have been critical but for the rescheduling or re-sequencing.

§ 8.2.4 Should the Contractor fail, refuse or neglect to supply sufficient workers or to cause the delivery of equipment and materials promptly to prevent delay, or fail in any material respect to commence and prosecute the Work diligently in accordance with the Contract Documents, or if the Work falls behind schedule, the Owner may require the Contractor to take Extraordinary Measures and to have the members of the Construction Team do likewise, all at no additional cost to or compensation from the Owner unless otherwise agreed to in writing by the Owner. Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

.1 The Contractor shall not be entitled to an adjustment in its compensation in connection with Extraordinary Measures required by the Owner under or pursuant to this Article 8 except as specifically provided in Section 8.4.2 or in a Change Order or Construction Change Directive.

.2 The Owner may exercise the rights furnished it under or pursuant to this Article 8 as frequently as necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

.3 Subject to reasonable prior notice and opportunity to cure, and except to the extent caused by Owner delay, the Owner shall also have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any costs incurred as a result of an increase in the Owner's own labor force or for overtime, Saturday, Sunday, and/or holiday work as a result of implementing Extraordinary Measures for which the Contractor is responsible to pay.

§ 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 an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.~~ Except as provided in this Section 8.3, the Contractor shall be fully responsible for the timely completion of the Work in accordance with the Construction Schedule. The Contractor will use its best efforts to cause all members of the Construction Team to meet all Milestone Dates in the Construction Schedule and shall not be liable for delay caused by the Owner or Architect. The Contractor agrees to use its best efforts to avoid the occurrence of any cause for delay, to avoid any extension of performance dates, and to mitigate the effect of any delay that does occur. The Contract Time will be extended only under the exact

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circumstances described in this Section 8.3 and then if and only if the Contractor complies strictly (not substantially) with the requirements of this Section 8.3.

§ 8.3.2 ~~Claims relating to time shall be made in accordance with applicable provisions of Article 15.~~ Notices in connection with delays shall be made by the Contractor to the Owner in accordance with this Section 8.3.2. The Contractor shall use its best efforts to provide verbal notice to the Owner within twenty-four (24) hours after the commencement of a delay. It must in any event do so as soon as possible and not later than three (3) days after commencement of the delay. Any verbal notice given shall be confirmed in writing within four (4) days. If the Contractor fails to deliver verbal notice within three (3) days after the commencement of a delay, it shall not be entitled to any relief pertaining to the period of time before it gave verbal notice. If the Contractor fails to confirm any verbal notice within four (4) days after the verbal notice was given, it shall not be entitled to any relief for the period of time beginning after the passage of such four (4) days and ending when the confirmation is actually received by the Owner. And, if the Contractor fails to provide verbal notice within ten (10) days after the commencement of a delay or to confirm any verbal notice in writing within ten (10) days after the verbal notice was given, the Contractor shall be barred from seeking any relief whatsoever relating to the delay. The Contractor shall submit such information as may be required by the Owner to evaluate the Change Order Request. The Owner shall decide whether to grant, grant in part or deny the Change Order Request. Any extension of time or adjustment granted shall be memorialized in the form of a Change Order.

§ 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.~~Except in the case of changes to the Work covered by Article 7 or failure of the Owner to pay the Contractor for Work performed, the Contractor shall not be entitled to an extension of time unless set forth in a Change Order. The Contractor acknowledges that in preparing the Construction Schedule and in agreeing to the times or dates of completion required by the Contract Documents it will make a reasonable allowance for commercially anticipated delays. Adjustments in the Contract Time will be permitted only to the extent such delay (1) is not caused or contributed to, and could not have been anticipated, by the Contractor using the degree of diligence required by the Contract Documents, (2) could not be limited or avoided by the Contractor's timely notice to the Owner of the delay, and (3) is of a duration of not less than one (1) day.

§ 8.3.4 The Owner's exercise of any of its rights under the Contract Documents or the Owner's good faith exercise of any of its remedies, including requirement of correction or re-execution of any defective Work, regardless of the extent, number or frequency of the Owner's good faith exercise of such rights or remedies, shall not under any circumstances be construed as unreasonable interference with the Contractor's performance of the Work or an event of default.

§ 8.3.5 The Contractor shall use its best efforts to mitigate the effects of any delay.

§ 8.3.6 This Section 8.3 does not preclude the recovery of other damages by the Owner for delay under other provisions of the Contract. However, the Contractor acknowledges that the Schedule for the Work may change during the duration of the Project and that fact was taken into account by the Contractor when it agreed to the Contract Sum and entered into this Contract under the terms and conditions set forth herein. As a result, the Contractor shall not be entitled to any additional monies as a result of such schedule changes.

§ 8.4 NO DAMAGE FOR DELAY

§ 8.4.1 Except only as provided in Section 8.4.2 below, an extension in the Contract Time or adjustment of the Construction Schedule, to the extent permitted under Section 8.3, and the Contractor's rights in connection with a suspension of the Work, as provided in the Contract, shall be the sole and exclusive remedies (in lieu of all other remedies whatsoever) of the Contractor for any delay, interference, hindrance in the performance of the Work, loss of productivity, manpower inefficiencies, impact damages and similar claims and damages, whether or not contemplated b the parties. Except only as provided in Section 8.4.2, in no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any delay, including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration. The Contractor hereby expressly waives and covenants and agrees not to assert any claims against the Owner for any damages, costs, losses or expenses of any nature whatsoever which any member of the Construction Team may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequences, congestion, disruptions, or the like arising from, out of or in connection with any act or omission of the Owner, its representatives or agents, it being understood and agreed

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that their sole and exclusive remedy in such event shall be an extension of the Contract Time, but only in accordance with the provisions of this Article 8.

§ 8.4.2 In the event of Owner Delay, the Contractor shall be entitled to an equitable adjustment in the Contract Sum or Guaranteed Maximum Price. This adjustment shall be based solely upon and limited to additional direct out-of-pocket expenses to the extent they are incurred directly as a result of the Owner Delay. Without limiting the generality of the foregoing, such out-of-pocket expenses shall be calculated on an "actual cost" basis, and shall exclude home office expense and other overhead, profit and the value of lost opportunities. However, the Contractor shall use its best efforts to avoid or reduce delay damages to any member of the Construction Team caused by Owner delay.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

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

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The initial schedule of values shall be consistent with the Contract Sum prepared by Contractor and shall include actual Subcontractor bids. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's 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,~~ 9.2., for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material 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. A request for payment of sums related to Work regarding Construction Change Directives shall, unless qualified in writing at the time of request, constitute full and complete consent to the Construction Change Directive(s) and to the issuance of a Change Order.

§ 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 material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 The Contractor shall provide copies of its insurance certificates, bonds, and the same for all Subcontractors prior to submitting the first Application for Payment, unless required to be submitted sooner by the Owner or the Contract. The Contractor shall submit with each monthly Application for Payment (1) an Affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the previous application was submitted and the Owner might in any way be responsible have been paid or otherwise satisfied, and (2) a release or waiver of liens arising out of the Contract from each Contractor and/or Subcontractor, materialmen, supplier and laborer or the Contractor addressing all previous Applications for Payment submitted for the Project.

§ 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. Payment to Contractor for materials stored off site is discouraged. When circumstances indicate that the Owner's best interest is served by off-site storage,

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the Contractor shall make written request to the Owner for approval to include such material costs in his next progress payment. The Contractor's request shall include the following information:

.1 A list of the fabricated materials consigned to the Project site (which shall be clearly identified, giving the place of storage, together with copies of invoices and reasons why materials cannot be delivered to the site.

.2 Certification that items have been tagged for delivery to the Project and that they will not be used for another purpose.

.3 A letter from the Contractor's Surety indicating agreement to the arrangements and that payment to the Contractor shall not relieve either party of their responsibility to complete the Work.

.4 Evidence of adequate insurance covering the material in storage, which shall name the Owner as additionally insured.

.5 Costs incurred by the Owner and Architect to inspect material in off-site storage shall be paid by the Contractor.

.6 Subsequent pay requests shall itemize the materials and their cost which were approved on previous pay requests and remain in off-site storage.

.7 When a partial payment is allowed on account of material delivered on the site of the Work or in the vicinity thereof or under possession and control of the Contractor, but not yet incorporated therein, such material shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense.

§ 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.3.4 Each Application for Payment shall be accompanied by the following, all in form and substance reasonably satisfactory to the Owner:

.1 A duly executed and acknowledged sworn statement with all required information provided, together with properly notarized sworn statements, from the Contractor and all of the Subcontractors; and

.2 Except as otherwise provided, duly executed unconditional releases in the form required by the Owner establishing payment or satisfaction of all obligations as reflected on the sworn statements referred to in Section 9.3.4.1, provided, however, that the Contractor may furnish with each Application for Payment applicable waivers of lien or releases and properly notarized sworn statements covering the immediately preceding Application for Payment, as opposed to the current Application for Payment, (i.e., 30 day lag), provided Final Payment shall not be forthcoming until final construction lien waivers or releases from all members of the Construction Team have been delivered.

.3 In addition to the final construction lien waiver, the Owner will require the Contractor and Subcontractors to provide a signed and notarized affidavit that releases and discharges the Owner and Owner's agents from all liability to the Contractor and Subcontractor, which has arisen or which shall arise in connection with any work performed or materials delivered to the Project.

§ 9.4 CERTIFICATES FOR PAYMENT

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

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§ 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 comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. 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 material 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 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.~~ Documents;

.8 failure to provide any documentation, Record Documents, certified weekly payroll reports, as required, etc., in a timely manner;

.9 Any failure by Contractor or a Subcontractor to fully perform any obligation under the Contract;

.10 Stop Work notice.

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

§ 9.5.3 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 material or equipment suppliers 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 Architect will reflect such payment on the next Certificate for Payment.

§ 9.5.4 If the Contractor disputes any determination by the Owner or Architect with regard to any Certificate for Payment, the Contractor shall nevertheless continue to expeditiously perform the Work and such dispute shall provide no basis for any manner of suspension of the Contractor's performance of the Work.

§ 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.

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§ 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 material and equipment 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 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, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4. The Owner may, in its sole discretion, after providing Contractor with ten (10) days prior written notice, make direct payments to the Contractor's Subcontractors, material men, laborers or claimants relating to labor or material provided to the Contractor for which the Contractor has not provided a waiver of lien, in the event the Subcontractors, material men, laborers or claimants threaten to or actually cease providing labor and/or materials for the Project such that, in the Owner's determination, progress of the Project and the Project's schedule are jeopardized. All payments made pursuant to this section shall be considered the same as if paid directly to the Contractor and shall constitute partial payment of the Contract Sum. In the event the Contractor disagrees with the amount proposed to be paid to one or more Subcontractors, material men, laborers or claimants, the Contractor shall provide a bond in the amount the Contractor believes the Owner will overpay, within ten (10) days of receipt of notice, or be barred from making any claim that the amount of the direct payment was incorrect. Payment under this provision shall not jeopardize any other remedy available to the Owner.

§ 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~otherwise provided in the Contract or Contract Documents, the Owner may retain out of each progress payment a "Retainage" equal to ten percent (10%) of that payment. Retainage will be paid upon Final Completion and acceptance of the Work in accordance with Section 9.10. Upon mutual agreement of the Owner, the Architect and the Contractor, payment in full may be made to subcontractors whose Work is fully completed during early stages of the Project. The Contractor acknowledges and agrees that payments by the Owner shall only be made in respect of Applications for Payments, or portions thereof, reasonably approved by the Owner. If the Contractor disputes any good faith determination by the Owner with regard to any Certificate of Payment, or amount paid by the Owner in respect thereof, the Contractor shall nevertheless expeditiously continue to prosecute the Work while such dispute is being resolved.

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

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§ 9.8 SUBSTANTIAL COMPLETION

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

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a ~~comprehensive list~~ Punchlist of items to be completed or corrected prior to final payment. Failure to include an item on such ~~list does~~ Punchlistdoes 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,~~ Punchlist, 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,~~ Punchlist, 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, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the ~~list~~ Punchlist 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.~~of the Work by Owner following final completion and final payment under Section 9.10.

§ 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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.

§ 9.8.6 Notwithstanding Sections 9.8.1 and 9.8.2, as a condition precedent to establishing the date of Substantial Completion, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or correct (a "punch list"). The Contractor shall respond immediately to correct Work deficiencies and/or punch list items. Should the Contractor fail to make corrections in a timely fashion, but not later than thirty (30) calendar days from the date of Substantial Completion or notification of the required corrections, whichever is earlier, such Work may be corrected by the Owner at the Contractor's sole expense, and the Contract Sum may be adjusted accordingly.

§ 9.8.7 Prior to the final payment, Owner shall make a payment equal to the entire balance of the Contract Sum less one hundred fifty percent (150%) of the estimated cost to complete the "punch list" items. This payment shall be due within thirty (30) days after the earlier of (1) receipt of a Temporary or Conditional Certificate of Occupancy for all the Work required under this Agreement from the State of Michigan, (2) completion of Project pursuant to 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 as required under Section 11.3.1.5 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.

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§ 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~~ completion of the Work the Contractor's shall provide to the Architect a written 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 and, 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 terms and conditions of 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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), ~~if~~ an affidavit that states the Work is fully completed and performed in accordance with the Contract Documents and is satisfactory to the Architect and the Owner, (6) in the event of Contractor bankruptcy, at the Owner's option, an order entered by the court having jurisdiction of the Contractor's insolvency proceeding authorizing such payment, (7) a general release executed by the Contractor on a form provided by the Architect; and (8)if required by the Owner, other data establishing payment or satisfaction of obligations, such as close out documentation, the other documentation required by the Contract Documents, receipts, 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. If such lien 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 such lien, including all costs and ~~reasonable~~ actual 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 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 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; or
- **.3** terms of special warranties required by the Contract ~~Documents.~~Documents;
- **.4** Owner's Claims arising after final payment;
- **.5** Owner's claims for indemnification; or
- **.6** Claims about which the Owner has previously given notice to the Contractor

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§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material 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.

§ 9.10.6 The amount of the final Payment shall be the Contract Sum or Guaranteed Maximum Price unless the amount paid to date. If the aggregate of previous payments made by the Owner exceeds the amount due the Contractor, the Contractor shall immediately reimburse the difference to the Owner.

§ 9.10.7 Project Closeout. The requirements for Project Closeout begin at the start of a Project. This section outlines the integration of the closeout process into the Construction Phase. Project closeout requirements generally comprise of the following:

Certificate of Substantial Completion [by the Architect]
Certificate of occupancy, including proof of all final/ [closed] inspection permits
Operation & Maintenance Manuals
As-Constructed Record Drawings
Training of Owner's Personnel
Attic Stock Materials
Documents – Warranty, Asbestos free, Smoke & Flame Spread, etc.
Punchlist Completion (signed by the Architect and the Owner)
Copies of Shop Drawings, Product Data and Samples

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.~~

§ 10.1.1 The Contractor shall continuously maintain adequate protection of all Work from damage and shall protect the Owner's property from injury or loss. The Contractor shall repair any such damage, injury or loss at no cost to the Owner, except to the extent directly caused by agents or employees of the Owner. The Contractor shall adequately protect the Work and adjacent property as required by Applicable Laws, the Contract Documents, or as otherwise required, to cause no damage to the Work and adjacent property during the execution of the Work. This requirement shall also apply to structures above and below ground as conditions of the Work site require. The Contractor shall at all times observe and comply with all Applicable Laws which may in any manner affect the equipment and materials used in the proposed construction, those employed on the work, and the conduct of the Work. The Contractor shall hold harmless and indemnify the Owner and its Board (in its individual and official capacities), employees and administrators, against any claim or liability arising from the violation of any Applicable Laws, whether the violations are by the Contractor or any Subcontractor, Sub-subcontractor or any other person employed or engaged by the Contractor or Subcontractor.

§ 10.1.2 The Contractor is solely responsible to the Owner for health and safety at the Project site and, accordingly, shall be solely responsible for initiating, monitoring, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The foregoing does not relieve the Subcontractors of their responsibility to the Contractor for the safe performance of their Work in accordance with all Applicable Laws.

§ 10.1.3 The Contractor shall develop and implement a health and safety plan that complies with all Applicable Laws covering all activities on the Project site except those activities performed solely by the Owner. The Contractor shall provide the Owner a copy of such health and safety plan prior to commencement of Work. The Owner shall have no duty to review the plan and shall assume no duty by doing so.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

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

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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.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~~ Applicable Laws, bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall 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 owners and users of adjacent sites and utilities.

§ 10.2.4 ~~When~~ No use or storage of explosives or other hazardous materials or unusual methods shall be allowed at the Project site without the Owner's express written consent. If use or storage of explosives or other hazardous materials or equipment or unusual methods are ~~necessary~~ permitted by the Owner for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel.~~personnel, and shall store and use in compliance with all Applicable Laws.

§ 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, except damage or loss 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, written notice of such 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. The Contractor shall take all necessary precautions for the safety of employees and visitors on the Project site and shall comply with Applicable Laws and provisions of federal, state, and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the Project Site where the Work is being performed. The Contractor shall erect and properly maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public. The Contractor shall post danger signs warning against the hazards created by such features of construction such as protruding nails, hoists, holes, elevator hatchways, scaffolding, window openings, stairways, falling material and other such features.

§ 10.2.9 When all or a portion of the Work is suspended for any reason, the Contractor shall be responsible for securely fastening down all coverings and protecting the Work from injury by any cause.

§ 10.2.10 The Contractor shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work which cause death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages occur, the accident shall be reported immediately by telephone or messenger to the Owner. The obligations in this Section are in addition to the Contractor's reporting obligations under Applicable Laws.

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§ 10.3 HAZARDOUS MATERIALS

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

§ 10.3.2 ~~Upon receipt of the Contractor's written 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 such material or substance or who are to perform the task of removal or safe containment of such 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 in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.~~Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Materials in, on, under, upon or affecting any of the Owner's property in violation of any Applicable Laws or regulation. Without limiting any other provisions of the Contract Documents, Contractor shall indemnify, defend and hold harmless the Owner, its Board of Education, its Board Members in their official and individual capacities, administrators, employees, agents, contractors, successors and assignees, from and against all liabilities, claims, losses, costs and expenses (specifically including, without limitation, attorneys', engineers', consultants' and experts' fees, costs and expenses) arising from (1) any breach of any representation or warranty made in this paragraph and/or (2) environmental conditions or noncompliance with any Applicable Laws or regulation that result, in the case of Contractor, from operations or the Work by Contractor or its agents, employees or Subcontractors. As used herein, the term "Hazardous Materials" shall mean (1) any hazardous or regulated substance, pollutant, contaminant, material, or waste as defined by any federal, state and local environmental laws, or regulations promulgated thereunder, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act") the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26 et seq.) (Toxic Substances Control Act (14 U.S.C. §§ 2601 et seq.) (Clean Air Act 42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq.) ("EPCRA"), the Atomic Energy Act, 42 U.S.C. Sections 2014, et seq., and the Michigan Natural Resources and Environmental Protection Act (MCL§ 324.101 et seq.) or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, or date of Work, whichever is more protective of the Owner, (2) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical 2waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (3) any such substance the release discharge or spill of which requires activity to achieve compliance with Applicable Law. This paragraph shall survive the expiration or earlier termination of the Contract.

§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property~~

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~~(other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~The Owner shall not be responsible for any substances or Hazardous Materials which Contractor, its agents, employees or Subcontractors bring into the Project site, or Owner's property.

~~**§ 10.3.4** The Owner shall not be responsible under this Section 10.3 for 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located ~~such insurance as will~~ and must have an A.M. Best's Rating of "A" or better, such insurance as required by the Contractor under the Contract. Unless otherwise required by the Contract, said insurance shall protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by ~~a Subcontractor~~ any member of the Construction Team or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; ~~and~~

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section ~~3.18.~~3.18;

.9 Liability insurance shall include all major divisions of coverage and e on a comprehensive basis including:

- Premises' Operations (deleting X, C, or U exclusions);
- Owner's and Contractor's Protective;
- Products and Completion Operations;
- Contractual – including specific for the Contractor's obligations under Paragraph 3.18;
- Any auto; and
- Broad Form Property Damage, including Completed Operations; and

.10 All Bonds required by law, including bid bond, performance bond and payment bond.

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§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract or Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. Owner shall be named as an additional insured. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given ~~to the Owner.~~ to the Owner and shall be endorsed to name the Owner as an additional insured. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable ~~promptness.~~promptness, but not less than 30 days prior to any reduction in coverage.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount ~~of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.~~and with deductibles reasonably determined by Owner.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal ~~requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.~~requirements.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

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§ 11.3.1.3 ~~If~~ Except as otherwise provided in the Contract Documents, if the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 ~~This~~ If approved in writing by the Owner, this property insurance shall cover portions of the Work stored off the ~~site, and also portions of the Work in transit.~~site.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance. Property insurance coverage for Contractor's owned or hired equipment, tools, automobiles, and materials not incorporated into the final Work shall be the sole responsibility of the Contractor.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the ~~Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~Owner.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 ~~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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

§ 11.3.6 Before an exposure to loss may occur, the Owner shall ~~file with~~ provide the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. ~~Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project.~~ . Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

~~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, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, 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 covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

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§ 11.3.7.1 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the Contractor, Subcontractor and suppliers, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.8 ~~A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~ The Owner as fiduciary shall have the power to adjust and settle a loss with insurers.

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish ~~bonds~~ separate Performance and Labor and Material Payment Bonds covering faithful performance of the Contract and payment of obligations arising thereunder each in the penal sum of 100% of the Contract Sum and in accordance with Applicable Laws as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.1.1 Bonds shall be executed by a responsible surety licensed in the state where the Work is located with a Best's rating of no less than A, XII or better and shall remain in effect for a period not less than one (1) year following the later of (1) the date of Substantial Completion or (2) the time required to resolve any items of incomplete Work and the payment of any disputed amounts.

§ 11.4.1.2 Bonds under this Section 11.4 must display the surety's bond number. A rider including substantially the following provisions shall be attached to each bond:

.1 Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract Documents, the Subcontracts and the Sub-Subcontracts, any addition, alteration, change, extension of time, or other modification of the Contract Documents, the Subcontractors and the Sub-Subcontracts. Any addition, alteration, change, extension of time, or other modification of the Contract Documents, the Subcontracts or the Sub-Subcontracts, or a forbearance on the part of either the Owner, the Contractor or one or more Subcontractors to one or more of the other, shall not release the Surety of its obligations and notice to the surety of such matters is hereby waived.

.2 Surety agrees that it is obligated under the bonds to any successor, grantee or assignee of the Owner or the Contractor.

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§ 11.4.1.3 Each Subcontractor's surety shall also agree, in the form of a rider to each bond or via a separate agreement, that before it may seek exoneration, release or any kind of relief from its obligations under the bond as a result of any default by the Owner or the Contractor in the performance of any obligations to the Subcontractor under the Subcontract, the surety shall cause written notice of such default (specifying said default in detail) to be given to the Owner and the Contractor, and both of them shall have thirty (30) days from time after receipt of such notice within which to cure such default or cause it to be cured, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured immediately. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the Owner and the Contractor.

§ 11.4.1.4 Each Subcontractor's Performance Bond and the Labor and Material Payment Bond shall each be "dual obligee" type bonds naming both the Owner and the Contractor as obligees.

§ 11.4.1.5 Each Subcontractor shall cause the attorney-in-fact who executes the required bonds on behalf of its surety to affix thereto a certified and current copy of his or her power of attorney indicating the monetary limit of such power.

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

§ 11.4.1.7 The Contractor shall keep the sureties informed of the progress of the Work, and, without limiting the requirements of Section 11.4.1.2 (1) above, where necessary, obtain the sureties' consent to, or waiver of: (1) notice of changes in the work; (2) request for reduction or release of retainage; (3) request for Final Payment; and (4) any other material required by the surety. The Owner shall be notified by the Contractor, in writing, of all communications with the surety requesting or pertaining to consents or waivers. The Owner may, in the Owner's sole discretion, inform sureties of the progress of the Work and obtain consents as necessary to protect the Owner's rights, interest, privileges and benefits pursuant to any bond issued in connection with the Works.

§ 11.4.1.8 The Contractor may, in its discretion, determine other members of the Construction Team who will be required to supply bonds. All such bonds shall be (1) purchased solely at the expense of the Contractor (or the persons supplying them), without reimbursement under the Contract Sum or Guaranteed Maximum Price or otherwise, and (2) dual obligee bonds, naming the Owner as one of the Obligees.

§ 11.4.2 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.

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 sole cost and 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 with the Owner's written consent to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of

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uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's sole cost and 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 (1) 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 an 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 without interfering with Owner's operations, correct it promptly after receipt of written 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 2.4. This obligation shall survive the termination of the Contract.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 or Guaranteed Maximum Price will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

§ 12.4 OWNER'S RIGHT TO CORRECT OR REMOVE DEFECTIVE WORK

§ 12.4.1 If the Contractor fails to cause defective Work to be corrected within a reasonable time after receipt of notice from the Owner, the Owner may correct it and the Contractor shall pay the Owner all costs of correction (including the value of the Owner's staff time) upon demand. Alternatively, in the event of such failure, the Owner may (without being deemed a bailee) remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting from the sale proceeds all costs, expenses and damages that should have been borne by the Contractor (including the value of the Owner's staff time and reasonable attorneys' fees). If the proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum or Guaranteed Maximum Price shall be reduced by the deficiency, plus interest. If payments then or thereafter due the Contractor are

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not sufficient to cover the amount owed, the Contractor shall pay the difference to the Owner immediately upon demand.

§ 12.4.2 The Owner's right to store and sell such defective Work shall not give rise to a duty to do so. Instead, the Owner may upon ten (10) day's prior written notice simply dispose of such defective Work as it sees fit. All costs of disposal shall be borne by the Contractor, without recovery from the Owner, under the Contract Sum or Guaranteed Maximum Price, any contingency or otherwise.

§ 12.4.3 Tests. If tests or inspections reveal that portions of the Work are Defective, any additional tests or inspections required to assure the Architect and the Owner that the defective Work has been remedied or is in an acceptable condition shall be conducted at the expense of the Contractor, without increase in the Contract Sum, and without use of any contingency. The Contractor shall pay all additional costs of the Architect and the Owner, which are associated with such additional tests or inspections.

§ 12.4.4 Periods of Limitation. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents or Applicable Laws. Establishment of the Correction Period relates only to the specific obligation of the Contractor to correct the Work under this Article 12 and has no relationship to the time within which the obligation to comply with the Contract may be sought to be enforced by the Owner, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligations under the Contract.

§ 12.4.5 The Owner's Right to Stop the Work. If the Contractor fails to correct Work, which is not in accordance with the requirements of the Contract Documents as required by Section 12.2.2 or fails to carry out the Work in accordance with the Contract Documents, the Owner may, by written order, direct 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.

§12.5 DAMAGE

§ 12.5.1 If prior to the date of Final Completion any member of the Construction Team uses or damages any portion of the Work or other property, including, without limitation, mechanical, electrical, plumbing and other building systems, machinery, equipment or other mechanical device, the Contractor shall cause such item to be restored to "like new" condition at no expense to the Owner, without recovery from the Owner, under the Contract Sum or Guaranteed Maximum Price, any contingency or otherwise, unless such damage is caused by the Owner or Architect.

§ 12.5.2 The Contractor shall bear the cost of correcting destroyed or damaged construction or other property, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

§ 12.5.3 Nothing in this Section 12.5 either limits the parties' rights to obtain recovery from any applicable property insurance or entitles the insurer to pursue a subrogation claim.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is ~~located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ located.

§ 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 or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 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.~~ third party. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by national overnight courier service providing a tracking system and proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 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 there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 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.~~ Applicable Laws. 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 (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 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 13.5.1, 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 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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.~~expense without increase in the Contract Sum or Guaranteed Maximum Price, and without use of any contingency.

§ 13.5.4 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.

§ 13.5.5 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.

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

§ 13.6 INTEREST

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

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§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, in accordance with Michigan law, regardless of time frames identified herein, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the ~~Agreement~~ Contract within the time period specified by ~~applicable law,~~ 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 13.7.

§ 13.7.1 Regardless of any provisions to the contrary, the statute of limitations with respect to any defective or nonconforming Work which is not discovered by the Owner shall not commence until the discovery of such defective or nonconforming Work by the Owner.

§ 13.8 SURETY NOTICE AND PRIOR APPROVAL

Except where otherwise expressly required by the terms of the Contract, the Contract Documents or the General Conditions, exercise by the Owner of any contractual or legal right or remedy without prior notice to or approval by the Contractor's surety shall in no way bar or prohibit the Owner's ability to pursue such right or remedy. Further, pursuit of such a right or remedy without prior notice to or approval of surety shall in no way compromise, limit or bar any claim by the Owner against a surety bond of the Contractor.

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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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; or

.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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.~~stopped.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 ~~If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.~~The Contractor acknowledges that it has certified to the Owner that no owner, employee, agent, representative, contractor, Subcontractor, Sub-subcontractors and/or other personnel of the Contractor will be on any School District premises if they are a registered criminal sexual offender under the Sex Offenders Registration Act, Public Act 295 of 1994, or have been convicted of "Listed Offense" as defined under Section 722 of the Sex Offenders Registration Act, MCL 28.722 (the "Certification"). The Contractor acknowledges and agrees that if it is found to have submitted a false Certification or otherwise breaches or fails to comply with the requirements of the Certification, the Owner may immediately terminate the Contract and notwithstanding any other provision of this Contract, the

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Contractor shall be liable to the Owner for any and all costs and expenses incurred by the Owner to secure a replacement contractor to complete the Work in accordance with the Contract Documents, including, but not limited to, any costs or expenses required to be paid by the Owner to the replacement contractor in addition to those required to be paid to the Contractor, all attorney and/or professional service fees, and any and all other actual and consequential damages incurred by the Owner.

§ 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 ~~repeatedly disregards applicable laws,~~ 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.~~Documents; or

.5 the Contractor fails to prosecute the Work or any part thereof with promptness and diligence or fails to perform any provisions of this Contract, or goes into bankruptcy, liquidation, makes an assignment for the benefit of creditors, enters into a composition with its creditors, or becomes insolvent.

§ 14.2.2 When any of the above reasons exist, the ~~Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action,~~ 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' written 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.

In the event the Contractor's surety bond requires notice of intent to declare a default of the Contractor and if such bond notice is provided by the Owner, such notice shall be adequate to satisfy the three (3) day written notice described above in this section.

§ 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.~~final completion of the Work is finished and determination of the sums due pursuant to Section 14.2.4 below.

§ 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~~ or Guaranteed Maximum Price exceeds all costs to the Owner of completing the Work, including increased costs resulting from Contractor's default for the Owner's staff time, then the Contractor shall be paid for all Work performed by the Contractor to the date of termination, but in no case shall the amount paid to the Contractor cause the Contract Sum or Guaranteed Maximum Price to be exceeded. If the costs to the Owner of completing the Work exceed such 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.~~difference, plus interest, to the Owner within thirty (30) days after the Owner's demand. The costs to the Owner of completing the Work shall include (but only to the extent caused or exacerbated by the Contractor's default) the cost of any additional architectural, legal, managerial, and administrative services required, any costs incurred in retaining another Contractor or other Subcontractors, any additional interest or fees which Owner incurs or must pay by reason of a delay in completion of the Work, attorneys' fees and expenses, and any other damages, costs, and expenses Owner may incur by reason of completing the Work.

§ 14.2.5 If the Owner erroneously or improperly terminates the Contractor for cause, then the Owner's action shall be deemed to be a termination for convenience, subject to the provisions of Section 14.4.

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§ 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 or Guaranteed Maximum Price and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in 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~~ Contract, in whole or in part, for the Owner's convenience and without cause. Termination by the Owner under this Section shall be by a notice of termination delivered to the Contractor specifying the extent of termination and the effective date.

§ 14.4.2 Upon receipt of written 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;~~notice and deliver to the Owner the originals or legible copies of all Drawings, Specifications, reports and other data, records and materials in the Construction Manager's custody and control pertaining to the portion of the Work for which the employment of the Contractor was terminated;

.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 Contractor shall be entitled to receive payment for Work ~~executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~executed as of the date of termination by the Owner and subject to negotiation by both parties.

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, or other relief with respect to the terms of the ~~Contract.~~ Contract, including but not limited to, additional sums, additional time for performance, or damages for delay. 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.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written 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.~~ Architect. Claims by either party must 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 CONTINUING CONTRACT PERFORMANCE

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. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the ~~Initial Decision Maker.~~ Architect.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Failure to provide such notice shall serve as an absolute bar against a

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claim for such an increase in the Contract Sum. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

§ 15.1.5.2 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.

§ 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, ~~excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for~~ shall be referred to the Architectfor initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the ~~Agreement.~~ Contract. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to ~~mediation~~ litigation or any other mutually agreed upon dispute resolution forum of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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

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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.~~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.

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, 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 15.1.6 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** 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. 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~~

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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 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.

B. Work by Owner.

C. Contractor's use of site and premises.

D. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of the Project includes replacement of existing house lighting and controls, replacement of existing theatrical stage lighting and controls, and associated work as depicted:

B. Perform Work of each Bid Category under stipulated sum contract with Construction Manager in accordance with Conditions of Contract.

C. Work of each subcontract is described in each respective Bid Category.

1.3 WORK BY OWNER

A. Items noted NIC (Not in Contract), movable cabinets, and furnishings will be furnished and installed by Owner after Substantial Completion.

B. Asbestos identification and abatement will be completed by the Owner’s independent Contractor prior to the commencement of Work under this contract.

C. The Owner will remove the existing theatrical stage lighting fixtures, the existing theatrical stage lighting control console, and associated cabling and connections.

1.4 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Work by Others and Work by Owner.
   3. Use of site and premises by the public.

B. Vehicular access to the site is limited to existing paved or gravel drives and parking areas. Vehicular access with not be permitted across lawns or concrete sidewalks or other site improvements except where required to access the work area upon approval of the Construction Manager.

C. Access to the Auditorium shall be limited to the exterior pair of doors located in the north east corner of the stage. Contractors entering any student occupied areas of the building must make prior arrangements with the Construction Manager.

D. Coordinate any other site and building access routes with Construction Manager.

1.5 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

B. Contractor is responsible for the entire Work identified in the Contract Documents without regard to the specific location of the information within the Contract Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 20 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Cash allowances.

B. Contingency allowances.

C. Schedule of values.

D. Applications for payment.

E. Change procedures.

F. Defect assessment.

G. Unit Prices.

H. Alternates.

1.2 CASH ALLOWANCES – Not used

1.3 CONTINGENCY ALLOWANCES

A. A Contingency Allowance has been established and included in the cost of the Work.

B. Funds may be drawn from the Contingency Allowance only by Change Order.

C. Unused Contingency funds will be credited to the Owner by Change Order prior to Final Payment.

1.4 SCHEDULE OF VALUES

A. Submit printed schedule on AIA Form G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout following format of specified AIA form will be considered.

B. Submit Schedule of Values in duplicate within 15 days after date of Construction Manager-Subcontractor Agreement.

C. Format:
1. Separate and group line items by Trade Subcontractor. Utilize Table of Contents of this Project Manual and identify each line item with title of major specification Section.
2. Separate and group individual General Conditions line items and identify by title.
3. Include a separate line item for Construction Managers Fee.
4. Include a separate line item for Owner’s Contingency.

D. Identify Allowances specified in this section as separate line items grouped as indicated in 1.4.C.

E. Revise schedule to list approved Change Orders with each Application for Payment.

1. List approved Change Orders and applicable amount of change under each Trade Subcontractor, or Construction Manager grouping respectively.

1.5 APPLICATIONS FOR PAYMENT

A. Submit one copy of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702 or approved Contractor's electronic media driven form. Submit a pencil copy to the attention of the Construction Manager by the 20th of each month for approval. Once approved forward a final copy by mail to the office of the Construction Manager.

B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.

C. Submit updated construction schedule with each Application for Payment.

D. Payment Period: Submit at intervals stipulated in the Agreement.

E. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
1. Partial release of liens from major subcontractors and vendors.
2. Affidavits attesting to off-site stored products.
3. Construction progress schedules.

1.6 CHANGE PROCEDURES

A. The following procedures, as they apply, will flow from the Architect / Engineer, through the Construction Manager to the contractors and from the contractors to the Construction Manager.

B. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.

C. The Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing to the Contractor.

D. The Architect/Engineer may issue a Proposal Request or Bulletin including a detailed description of proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit estimate of cost and any required change in Contract Time within 14 days.

E. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors.

F. Stipulated Sum/Price Change Order: Based on Proposal Request (Bulletins) and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Architect/Engineer.

G. Unit Price Change Order: For contract unit prices and quantities, the Change Order will be executed on fixed unit price basis. For unit costs or quantities of units of work which are not pre-determined, execute Work under Construction Change Directive. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.

H. Construction Change Directive: Architect/Engineer may issue directive, on AIA Form G713 Construction Change Directive signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.

I. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.

J. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.

K. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.

L. Change Order Forms: Construction Managers approved Change Order form will be utilized.

M. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

N. Correlation Of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.

1.7 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Architect/Engineer, it is not practical to remove and replace the Work, the Architect/Engineer will direct appropriate remedy or adjust payment.

C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Owner.

D. Defective Work will be partially repaired to instructions of Architect/Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Owner.

E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

F. Authority of Architect/Engineer to assess defects is final.

G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products not completely unloaded from transporting vehicle.
   4. Products placed beyond lines and levels of required Work.

5. Products remaining on hand after completion of the Work.
6. Loading, hauling, and disposing of rejected products.

1.8 UNIT PRICES – Not used

1.9 MANDATORY BID ALTERNATES – Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 30 00

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.

B. Field engineering.

C. Preconstruction meeting.

D. Site mobilization meeting.

E. Progress meetings.

F. Periodic construction visits.

G. Pre-installation meetings.

H. Project Record Documents.

I. Acceptance of Preceding Work.

J. Cutting and patching.

K. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.

C. Coordinate space requirements, supports, and installation of mechanical and electrical Work indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean-up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner's partial occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING – Not used

1.4 PRECONSTRUCTION MEETING

A. Construction Manager will schedule meeting after Notice of Award.

B. Attendance Required: Owner, Architect/Engineer, Construction Manager, and Subcontractor's.

C. Agenda:
1. Execution of Contracts.
2. Submission of executed bonds and insurance certificates.
3. Distribution of Contract Documents.
4. Submission of list of products, schedule of values, and progress schedule.
5. Designation of personnel representing parties in Contract, and Architect/Engineer.
6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
7. Scheduling.

D. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. The Construction Manager will schedule and administer meetings throughout progress of the Work at maximum bi-weekly intervals.

B. The Construction Manager will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

C. Attendance Required: Construction Manager's Project Manager and On-site Superintendent, Subcontractor's Project Manager and Job Superintendent, major suppliers, Owner, Architect/Engineer, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.
14. Coordination of work by Owner's Contractor with work of the General Contract.

15. Project Record Documents.

E. The Construction Manager shall record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.6 PERIODIC CONSTRUCTION VISITS

A. The Architect and Owner will visit the project site at maximum weekly intervals. The purpose of the visits will be to monitor the progress and quality of the work.

B. The Construction Manager's Site Superintendent shall be available for meetings with the Architect and Owner.

C. Agenda:
1. Review of Work in progress.
2. Field observations, problems, and decisions.
3. Identification of problems which impede planned progress.
4. Maintenance of progress schedule.
5. Corrective measures to regain projected schedules.
6. Planned progress during succeeding work period.
7. Maintenance of quality and work standards.
8. Other business relating to Work.

1.7 PRE-INSTALLATION MEETINGS

A. When required in individual specification sections, convene pre-installation meetings at Project site prior to commencing work of specific section.

B. Require attendance of parties directly affecting, or affected by, Work of specific section.

C. Notify Architect/Engineer four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
1. Review conditions of installation, preparation and installation procedures.
2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect/Engineer, Owner, and those affected by decisions made.

1.8 PROJECT RECORD DOCUMENTS

A. The Construction Manager shall maintain and update Project Record Drawings (As-Built Drawings) on site during construction. Each Contractor shall be responsible to update the as built drawings on a weekly basis.

B. Project Record Documents shall be available for review by the Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 ACCEPTANCE OF PRECEDING WORK

A. Before starting any operation, each Contractor(s) shall examine work performed by others to which their work adjoins or is applied and shall report to the Construction Manager any conditions that will prevent satisfactory accomplishment of their work.

B. Failure to notify the Construction Manager of deficiencies or faults in preceding work will constitute acceptance thereof and waive of any claims to its usability.

3.2 CUTTING AND PATCHING

A. Employ skilled and experienced installer to perform cutting and patching.

B. Submit written request in advance of cutting or altering elements affecting:
1. Structural integrity of element.
2. Integrity of weather-exposed or moisture-resistant elements.
3. Efficiency, maintenance, or safety of element.
4. Visual qualities of sight exposed elements.
5. Work of Owner or separate contractor.

C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
1. Fit the several parts together, to integrate with other Work.
2. Uncover Work to install or correct ill-timed Work.
3. Remove and replace defective and non-conforming Work.
4. Remove samples of installed Work for testing.
5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

E. Cut masonry and concrete materials using masonry saw or core drill.

F. Restore Work with new products in accordance with requirements of Contract Documents.

G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

I. Where patching areas of masonry construction subject to wind loading, remove and replace unit. Where patching penetrations in masonry not subject to wind loading, remove face shell and replace with masonry soap matching existing masonry material. Where concealed from view, penetrations in masonry may be patched with mortar. Patching exposed to view masonry penetrations with mortar will not be accepted.

J. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of penetrated element.

K. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

L. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

3.3 SPECIAL PROCEDURES

A. Materials: As specified in product sections; match existing with new products and salvaged products for patching and extending work.

B. Employ skilled and experienced installer to perform alteration work.

C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

E. Remove debris and abandoned items from area and from concealed spaces.

F. Prepare surface and remove surface finishes to permit installation of new work and finishes.

G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original or specified condition.

I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to specified condition for each material, with neat transition to adjacent finishes.

J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.

K. When finished surfaces are cut so that smooth transition with new Work is not possible, terminate existing surface along straight line at natural line of division and submit recommendation to Architect/Engineer for review.

L. Finish surfaces as specified in individual product sections.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Submittal procedures.

B. Construction progress schedules.

C. Proposed products list.

D. Product data.

E. Shop drawings.

F. Samples.

G. Design data.

H. Test reports.

I. Certificates.

J. Manufacturer's instructions.

K. Manufacturer's field reports.

L. Erection drawings.

1.2 SUBMITTAL PROCEDURES

A. Prepare all submittals as per subsequent instructions below. Scan and transmit electronically to the attention of the Construction Manager. (jerrybrown@sugarconstruction.com).
   1. Sequentially number submittals. Include the specification section in the submittal numbering system. Mark revised submittals with original number and sequential alphabetic suffix.
   2. Identify Project, Contractor, subcontractor and supplier; product designated by name indicated in specifications.

B. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.

C. Schedule submittals to expedite Project. Coordinate submission of related items.

D. For each submittal for review, allow 15 days excluding delivery time to and from Construction Manager. Submittals for long lead time items shall be expedited by the Contractor in order to allow for the Owner’s completion schedule. Notify Construction Manager of long lead time items requiring expedited review.

E. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.

F. Allow space on submittals for Construction Manager and Architect/Engineer review stamps.

G. When revised for resubmission, identify changes made since previous submission.

H. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.

I. After submittals are electronically returned stamped reviewed by the architect make (4) hard copies with any required corrections and mail to the attention of the Construction Manager.
   1. Provide record copies required by governing authorities which are in addition to copies specified for submittal to Construction Manager.

J. Submittals not requested will not be recognized or processed.

K. Where specified below, retain one copy of each submittal to be turned over to the Owner as record documentation in accordance with Section 01 70 00.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules within 7 days after Notice to Proceed. After review, resubmit required revised data within ten days.

B. Submit revised Progress Schedules with each Application for Payment.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Utilize Contractor’s standard computer generated schedule format.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Architect/Engineer. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products.

J. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect [including effect of changes on schedules of separate contractors].

1.4 PROPOSED PRODUCTS LIST

A. Within 7 days after Notice to Proceed, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

A. Product Data: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 SAMPLES

A. Samples: Submit to Construction Manager for review by Architect/Engineer for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to Construction Manager for review by Architect/Engineer for aesthetic, color, or finish selection.
   2. Submit samples of finishes from full range of manufacturers' standard colors, including premium and/or custom colors where specified, textures, and patterns for Architect/Engineer selection.
   3. Architect will issue a schedule indicating colors and finishes selected. Construction Manager shall reproduce and distribute.

C. Submit samples to illustrate functional and aesthetic characteristics of Products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

D. Include identification on each sample, with full Project information.

E. Submit number of samples specified in individual specification sections; Architect/Engineer will retain sample.

F. Samples will not be used for testing purposes unless specifically stated in specification section.

1.8 DESIGN DATA

A. Submit to Construction Manager for Architect/Engineer's knowledge as contract administrator and for Owner.

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

1.9 TEST REPORTS

A. Submit to Construction Manager for Architect/Engineer's knowledge as contract administrator and for Owner.

B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Construction Manager for transmittal to Architect/Engineer, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect/Engineer.

1.11 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Construction Manager for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.12 MANUFACTURER'S FIELD REPORTS

A. Submit reports to Construction Manager for Architect/Engineer's benefit as contract administrator and for Owner.

B. Submit report in duplicate within 2 days of observation to Construction Manager for transmittal to Architect/Engineer for information.

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

1.13 ERECTION DRAWINGS

A. Submit drawings to Construction Manager for Architect/Engineer's benefit as contract administrator and for Owner.

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

C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality control and control of installation.

B. Tolerances.

C. References.

D. Labeling.

E. Mock-up requirements.

F. Testing and inspection services.

G. Manufacturers' field services.

H. Examination.

I. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Comply with manufacturers' instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Perform Work by persons qualified to produce required and specified quality.

F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date of Contract Documents, except where specific date is established by code.

C. Obtain copies of standards where required by product specification sections.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

1.6 MOCK-UP REQUIREMENTS - Not used

1.7 TESTING AND INSPECTION SERVICES – Not used

1.8 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment as applicable, and to initiate instructions when necessary.

B. Submit qualifications of observer to Architect/Engineer 30 days in advance of required observations.

C. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Refer to Section 01 33 00 - Submittal Procedures, MANUFACTURERS' FIELD REPORTS article.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections and Drawings.

D. Verify utility services are available, of correct characteristics, and in correct locations.

E. Report any conditions which would negatively affect the quality, appearance, or performance of the finished Work to the Architect.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary electricity.
   2. Telephone service.
   3. Email service
   4. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices and sheds.
   2. Parking.
   3. Progress cleaning and waste removal.
   4. Fire prevention facilities.

C. Temporary Controls:
   1. Barriers.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY ELECTRICITY

A. Owner will pay cost of energy used. Exercise measures to conserve energy. Utilize Owner’s existing power service.

B. Permanent convenience receptacles may be utilized during construction.

1.3 TELEPHONE SERVICE

A. Provide, maintain, and pay for telephone service to field office at time of project mobilization.

1.4 EMAIL SERVICE

A. Provide, maintain and pay for email service to site Superintendent and Project Manager at time of project mobilization

1.5 TEMPORARY SANITARY FACILITIES

A. The Construction Manager will provide and maintain required facilities and enclosures. Existing facility use is not permitted.

1.6 FIELD OFFICES AND SHEDS

A. Trade Contractors requiring on site storage shall provide suitable storage sheds for the storage of materials and equipment.

B. Small storage trailers may be placed on-site in paved parking areas where designated by Owner.

C. Field office and sheds shall be located on paved parking areas in location approved by Owner. Contractors are responsible for restoration of any damage to site resulting from field office or sheds.

1.7 PARKING

A. Use of existing on-site streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.

B. Do not allow heavy vehicles or construction equipment in parking areas without measures to prevent damage to pavement.

C. Park in areas identified by Construction Manager.

1.8 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site.

1.9 FIRE PREVENTION FACILITIES

A. Smoking on school property is prohibited by law.

B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
1. Provide one fire extinguisher on each floor of buildings under construction and demolition.
2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

1.10 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barriers to separate construction areas from adjacent occupied areas.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.11 ENCLOSURES AND PROTECTION

A. Interior Enclosures:

1. Provide temporary enclosures as required to prevent penetration of dust and moisture into adjacent building areas, and to prevent damage to existing materials and equipment.
2. Partition Construction: Framing and suitable plastic sheeting supported to prevent displacement during construction operations.

1.12 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection.

B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.

B. Product delivery requirements.

C. Product storage and handling requirements.

D. Product options.

E. Product substitution procedures.

F. Equipment electrical characteristics and components.

1.2 PRODUCTS

A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.

C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

A. Store and protect products in accordance with manufacturers' instructions.

B. Store with seals and labels intact and legible.

C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

D. For exterior storage of fabricated products, place on sloped supports above ground.

E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with an “Or Equal” provision: Any Product meeting the quality standards or description. Pre-bid requests for approval of Products specified with an “or equal” provision will not be acknowledged. Acceptability of “or equal” Products will be determined by the Architect during the submittal process based upon the quality or suitability of the Product proposed.

D. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

A. Instructions to Bidders specify time restrictions for submitting requests for Substitutions during bidding period to requirements specified in this section.

B. Post-Bid Substitutions will only be considered when a product becomes unavailable through no fault of Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that Bidder:
   1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
   2. Will provide same warranty for Substitution as for specified product.
   3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
   4. Waives claims for additional costs or time extension which may subsequently become apparent.

5. Will reimburse Owner and/or Architect/Engineer for review or redesign services associated with re-approval by authorities having jurisdiction.

E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Starting of systems.

D. Demonstration and instructions.

E. Testing, adjusting and balancing.

F. Protecting installed construction.

G. Project record documents.

H. Operation and maintenance data.

I. Manual for materials and finishes.

J. Manual for equipment and systems.

K. Spare parts and maintenance products.

L. Product warranties and product bonds.

M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

A. Submit certification that the work is Substantially Complete and approved for occupancy by the Authority Having Jurisdiction.

B. Submit to the Construction Manager a list of items remaining to be completed or corrected for final completion. Architect will utilize the Construction Manager’s list as the basis for the final Punch List.

C. Architect will inspect the work and will prepare a list of items to be corrected or completed for final acceptance of the work.

D. Upon completion of all work and correction of items included on the Punch List prepared by the Architect, submit written certification that Contract Documents have been reviewed, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's final review. Architect will visit the site and will verify that all items have been properly completed and/or corrected.

E. Contractor shall reimburse the Owner for all re-inspection costs incurred as a result of Contractor's failure to complete and/or correct all items identified by the Architect. Charges to the Contractor shall be made at such times and in such amounts as the Architect invoices the Owner under the rate schedule in effect at the time of service. Such charges to the Contractor will be deducted from the Contractor's progress payment or final payment as applicable.

F. Provide submittals to Architect/Engineer required by authorities having jurisdiction.

G. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

H. Owner will occupy portions of buildings and sites as specified in Section 01 10 00 - Summary.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

C. Clean site; sweep paved areas, rake clean landscaped surfaces.

D. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.4 STARTING OF SYSTEMS

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify Architect/Engineer seven days prior to start-up of each item.

C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.

D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of applicable Contractors' personnel in accordance with manufacturers' instructions.

G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.

H. Submit a written report in accordance with Section 01 33 00 - Submittal Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

B. Demonstrate Project equipment instructed by qualified manufacturer's representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. Required instruction time for each item of equipment and system is specified in individual sections.

1.6 TESTING, ADJUSTING AND BALANCING – Not Used

1.7 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.

D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

F. Prohibit traffic from landscaped areas.

1.8 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of the following record documents; record actual revisions to the Work:
   1. Drawings.
   2. Specifications.
   3. Addenda.
   4. Change Orders and other modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data, and Samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Field changes of dimension and detail.
   2. Details not on original Contract drawings.

G. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.9 OPERATION AND MAINTENANCE DATA

A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.

B. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

C. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

D. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

E. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

F. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three parts as follows:
   1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
   2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Include the following:
      a. Significant design criteria.
      b. List of equipment.
      c. Parts list for each component.
      d. Operating instructions.
      e. Maintenance instructions for equipment and systems.
      f. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
   3. Part 3: Project documents and certificates, including the following:
      a. Shop drawings and product data.
      b. Air and water balance reports.
      c. Certificates.
      d. Photocopies of warranties and bonds.

1.10 MANUAL FOR MATERIALS AND FINISHES – Not Used

1.11 MANUAL FOR EQUIPMENT AND SYSTEMS

A. Submit one copy of completed volumes 15 days prior to final inspection. Draft copy will be reviewed and returned, with Architect/Engineer comments. Revise content of document sets as required prior to final submission.

B. Submit two sets of revised final volumes in final form with claim for Final Application for Payment.

C. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.

D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.

E. Include color coded wiring diagrams as installed.

F. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.

G. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

H. Include servicing and lubrication schedule, and list of lubricants required.

I. Include manufacturer's printed operation and maintenance instructions.

J. Include sequence of operation by controls manufacturer.

K. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

L. Include control diagrams by controls manufacturer as installed.

M. Include Contractor's coordination drawings, with color coded piping diagrams as installed.

N. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

O. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

P. Include test and balancing reports as specified in Section 01 40 00 - Quality Requirements.

Q. Additional Requirements: As specified in individual product specification sections.

R. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.12 SPARE PARTS AND MAINTENANCE PRODUCTS – Not used

1.13 PRODUCT WARRANTIES AND PRODUCT BONDS

A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
2. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.14 MAINTENANCE SERVICE – Not used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 26 0001

GENERAL ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.01 DESCRIPTION OF WORK

A. This Division includes all labor, materials, equipment, tools, supervision, start-up services, Owner's Instructions, including all incidental and related items necessary to complete installation and successfully test and start up and operate the Electrical Systems/House Lighting Systems (Division 26 – Electrical Contractor = E.C.) & the new Stage Lighting systems (Division 265561 – Stage Lighting Contractor = S.L.C.) as indicated on Drawings and as described in each Section of Division 26 Specifications, and conforming with ALL other Contract Documents (Front End requirements, General Conditions, etc.).

B. The Drawings and General Provisions of the Contract, including the General Conditions, Supplementary General Conditions, and Division 1 specification sections, apply to work of Division 26 sections. The items in this section are not intended to supersede, but are supplementary to, the requirements set forth in other Divisions of the specifications.

C. The Contractor, and their Subcontractors and Suppliers, shall include in their bid all materials, labor, and equipment involved, in accordance with all local customs, codes, rules, regulations; and secure compliance of all parts of the Specifications and Drawings regardless of Sectional inclusion in these Specifications.

D. The Contractor shall be held responsible for the complete and satisfactory accomplishment of all Work inclusive of whatever miscellaneous material and/or appurtenances are required to perfect the installation, and demonstrate that all electrical systems will operate satisfactorily under normal operating conditions.

1.02 DRAWINGS & SPECIFICATIONS

A. The drawings are diagrammatic and show the general location and arrangement of equipment, outlets, lights and related electrical items. They shall be followed as closely as elements of the construction will permit. The Contractor shall provide/install all electrical systems, and associated equipment, complete and include all necessary wire/conduit, pull boxes, and other components required due to interferences, space constraints, code requirements, etc. as required to provide a complete/functional system.

B. These General Electrical Requirements are intended to augment the drawings and specifications. Should conflicts occur between the drawings and the specifications, the strictest provision shall govern. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect/Engineer for resolution prior to rough-in.

C. The Contractor shall examine the drawings of all other trades in order to verify the conditions governing the work on the job site. Arrange work accordingly, providing all wiring, conduit, fittings, boxes, etc. as may be required to meet such conditions.

D. Deviations from the drawings, with the exception of minor changes in routing and other such incidental changes that do not affect the functioning or serviceability of the systems, shall not be made without the written approval of the Architect and/or Engineer.

E. The architectural and structural drawings take precedence in all matters pertaining to the building structure, and electrical drawings in all matters pertaining to electrical trades. Where there are conflicts or differences between the drawings for the various trades, report such conflicts or differences to the Architect and/or Engineer for resolution.

1.03 COORDINATION OF WORK

A. The Contractor shall verify clearance requirements of all electrical and stage lighting equipment/systems prior to the installation of any new work. Electrical/Lighting equipment, wiring, systems, etc. shall not interfere with other electrical/mechanical/Owner equipment spaces. The Contractor shall coordinate his work to obtain symmetry in ceiling layouts, so that sprinkler heads, lights, diffusers, etc. are coordinated and are installed per the Architectural reflected ceiling plan.

B. The Contractor, and his Subcontractors, shall be responsible for all tasks applicable to their work in accordance with the Specifications, Drawings, and code requirements, and shall be responsible for coordinating locations and arrangements of their work to give best results with all other relevant trades.

1. Coordinate their work to obtain symmetry in ceiling layouts, so that sprinkler heads, lights, diffusers, etc. are coordinated.
2. Verify requirements of all equipment with shop drawing submittals prior to installation - notify Architect/Engineer of any conflicts between shop drawings and plans prior to rough-in.
3. Coordinate rough-in locations and mounting heights of all devices with locations/heights of countertops/furniture/cabinets/etc. and other trades (S.L.C., IT, etc.) prior to rough-in.
4. Coordinate rough-in locations of lighting control devices (e.g. control stations, master House/Stage lighting controller, Stage Lighting Console, etc.) with S.L.C. trades and Owne's Stage Lighting Consultant. E.C shall provide rough-in of box/conduit for switch/dimmer and conduit pathway from box to lighting controller, for wiring by E.C. or S.L.C.
5. Verify clearance requirements of all mechanical, electrical, plumbing equipment/systems prior to the installation of any new work. Electrical equipment, lighting, conduit, systems, etc. shall not interfere with mechanical equipment spaces. Mechanical/plumbing equipment, piping, ductwork, systems, etc. shall not interfere with electrical equipment spaces.

1.04 INSPECTION OF SITE AND PROJECT DOCUMENTATION

A. The Contractor shall visit the site and examine/verify the conditions under which the work must be conducted before submitting proposal. The Contractor shall examine the drawings and specifications of all other trades.

B. The submitting of a proposal implies that the Contractor has visited the site, examined all contract documents, and understands the conditions under which the work must be conducted.

C. The Contractor shall notify the Architect and/or Engineer, via written RFI prior to submitting their bid, of any potential conflicts/problems with the plans that he has identified during their inspection of the site and/or from the review of plans/specifications. RFIs must be submitted at least 5 working days prior to bid opening.

1.05 GENERAL SUPPORT REQUIREMENTS

A. Provide all necessary angle/brackets or supplementary steel as required for adequate support for all conduit, lighting, specialties, and equipment. Secure approval form Architect and/or Structural Engineer, in writing, before welding or cutting/bolting to steel framing or anchoring to concrete structure, or cutting/coring thru structural systems.

B. Where conduit or equipment is supported or suspended from concrete construction, provide approved concrete inserts in formwork to receive hanger rods, such as Unistrut or Powerstrut, and where installed in metal deck, use Ramset or Welds as required.

1.06 GUARANTEE

A. Contractor shall guarantee that all labor, materials, and equipment are free from defects and

agrees to replace or repair any part of this installation which becomes defective within a period of one year from the date of substantial completion following final acceptance, provided that such failure is due to defects in the equipment, material or installation. Acceptance date of substantial completion shall be Owner occupancy as determined by the Architect and/or Engineer.

B. The Contractor shall file with the Owner one set of guarantees from the equipment manufacturers including the operating conditions and performance capacities they are based on.

1.07 CODES, PERMITS AND FEES

A. Refer to Division 1, General Requirements and Supplementary Conditions.

B. Unless otherwise indicated, all required permits, plan reviews, licenses, inspections, approvals and fees for plumbing work shall be submitted for plan review, and secured & paid for by the CONTRACTOR, and/or their Sub-Contractors.

C. All work shall be executed in accordance with the latest enforceable rules and regulations set forth in local and state codes.

1. Electrical systems shall be installed per current jurisdictional codes (Michigan Electrical Code, Michigan Energy Code, etc.), current NFPA codes (NFPA 101, NPFA 90, NFPA 72, etc.), and applicable sections of the Michigan Building Code.

D. In the event that the plans and specifications conflict with any rules, regulations, or codes applying, said rules, regulations and codes shall govern.

E. Where the drawings and/or specifications indicate materials or construction in excess of code requirements, the drawings and/or specifications shall govern.

F. The CONTRACTOR, and/or their Sub-Contractors, shall submit the plans/specs which are required by the governing authorities (i.e. Electrical plan review & permit, etc.) for plan review & permit approval.

1.08 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

A. All items that the Contractor proposes to use in the work, that are not specifically named in the contract documents, must be submitted for review/approval. Such items must be submitted in .pdf format to the Architect and/or Engineer for approval a minimum of seven (7) days prior to bid opening. Requests for prior approval must be accompanied by complete catalog information, including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations. The Contractor shall call out/illustrate to the Engineer any/all differences between the basis of design and the Contractor’s proposed substitution items.

B. Lighting Substitutions:

1. Furnish lighting fixtures as scheduled on drawings.

2. Lighting fixture substitutions may be considered for approval by the Architect and/or Engineer only if all of the following criteria are met:

a. Provide specification cut sheets marked-up to clearly identify the proposed luminaire including features, options, accessories, etc. required to match products indicated in the schedules.

b. Submit all cut sheets, calculations, etc. to the Architect and/or Engineer no less than 7 days prior to bid date. Substitutions submitted after this date will not be considered.

1.09 MATERIAL AND EQUIPMENT MANUFACTURERS

A. All items of equipment shall be furnished complete with all accessories normally supplied with the catalog items listed and all other accessories necessary for a complete and satisfactory operating system. All equipment and materials shall be new and shall be standard products of manufacturers regularly engaged in the production of electrical equipment and shall be the manufacturer's latest design.

B. If equipment by an approved manufacture is other than the equipment specified as the basis of design the substituted equipment shall be equal in quality, durability, appearance, capacity and efficiency through all ranges of operation, shall conform with arrangements and space limitations of the equipment shown on the plans and/or specified, shall be compatible with the other components of the system and shall comply with the requirements for Substitution Items Requiring Prior Approval specified in this Section of the Specifications. All costs to make these items of equipment comply with original requirements including, but not limited to, conduit, wiring, bus work, enclosures, and building alterations shall be included in the original bid.

1.10 SHOP DRAWINGS

A. Refer to Division 1, General Requirements.

B. All shop drawings shall be submitted in groupings by specification section (i.e. 262416-Panelboards, 262726-Wiring Devices, etc.) and of similar and/or related items. Incomplete submittal groupings will be returned unchecked.

C. Unless noted otherwise, submit electronically in digital .pdf form, copies of complete manufacturer's shop drawings for all electrical equipment, or systems, including but not limited to, the items listed below. Where items are referred to by symbolic designation on the drawings and specifications, all submittals shall bear the same designation. Refer to other Sections of the electrical specifications for additional requirements.

1. 26 2416 Panelboards.
2. 26 2726 Wire Devices.
3. 26 5100 Interior Lighting.
4. 26 5561 Theatrical Stage Lighting And Controls.

1.11 OPERATION AND MAINTENANCE INSTRUCTIONAL MANUALS

A. Refer to Division 1, General Requirements.

B. Provide compete maintenance and operating instructional manuals covering all electrical equipment as specified herein, and individual equipment specification sections.

C. The O&M data shall be bound in a suitable number of 3" or 4", 3-ring, hard cover binders. Permanently imprinted on the cover shall be the words, "Manufacturer's Operation and Maintenance Data", project title, location of project, and the date. A table of contents shall be provided in the front of each binder.

D. Maintenance and operating instructional manuals shall be job specific to this project. Generic manuals are not acceptable. Each piece of equipment in the O&M manual shall be identified as identified on the project drawings (i.e. Transformer T-1, Distribution Panel DP-1, etc.).

E. Internally subdivide the binder contents with permanent page dividers, organized by specification section and/or major equipment/systems (i.e. 262416_PANELBOARDS, 265100_INTERIOR LIGHTING, etc.).

F. Contents: Each volume of O&M manual shall have three parts:

1. Part 1: A directory listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
2. Part 2: O&M data, arranged and subdivided by major equipment/systems. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers:
    a. List of equipment.
    b. Copies of Shop drawings and product data, approved by Architect/Engineer.
    c. Installation and operational procedures.
    d. Routine maintenance procedures.
    e. Trouble shooting procedures.
    f. Complete parts lists by nomenclature, manufacturer's part number and use.
    g. Recommended spare parts lists.
    h. Lubrication chart listing all types of lubricants to be used for each piece of equipment and the recommended frequency of lubrication.
    i. Complete wiring and schematic diagrams.
    j. Elevations and/or sections cut through all of the major equipment and sub-assemblies.
3. Part 3: Project documents and certificates, including the following:
    a. Warranty certificates.
    b. Copies of approved construction permits.
    c. Contractor's and equipment manufacturer's telephone numbers for warranty repair services.

G. Two (2) Maintenance and Operating manuals shall be provided, in digital .pdf format, to the Architect and/or Engineer for review when construction is 75% complete.

H. A minimum of two (2) hard copies, as well as digital .pdf format, of all approved Operation and Maintenance literature shall be furnished to the Owner within 10 days after final inspection. O&M manuals must be completed prior to start of Owner training as the manuals shall be used as the basis of the training.

1.12 INSTRUCTION OF OWNER PERSONNEL

A. Before final inspection the Contractor shall instruct Owner's designated personnel in operation, adjustment and maintenance of electrical equipment and systems at agreed upon times.

B. For equipment requiring seasonal operation, perform instructions for other seasons within six months.

C. Use Operation and Maintenance Manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.13 RECORD DRAWINGS

A. Contractor shall submit to the Architect and/or Engineer, record drawings which have been neatly marked to represent as-built conditions for all new electrical work.

B. The Contractor shall keep accurate note of all deviations from the construction documents and discrepancies in the concealed conditions and other items of construction on field drawings as

they occur. Proper circuiting, conduit runs, location and number of electrical devices shall be indicated on the "as-built" drawings. The marked up field documents shall be available for review by the Architect, Engineer and Owner at their request.

PART 2 PRODUCTS

2.01 MATERIALS

A. All material and equipment furnished and installed by the Contractor for the permanent Work shall be new, unused, of the best quality of make specified, shall be free from defects of any character, and shall be listed as approved by the UL and/or FM.

B. Unless otherwise specified in other Division 26 sections, the sheet metal surfaces of equipment enclosures shall be coated with a rust resisting primer. Over the primer, a corrosion resistant baked enamel finish shall be applied. The color shall be ASA No. 49, medium light gray.

PART 3 EXECUTION

3.01 INSTALLATION OF EQUIPMENT

A. Install equipment in strict accordance with all directions and recommendations furnished by the manufacturer. Where such directions are in conflict with the drawings and specifications, report such conflicts to the Architect and/or Engineer for resolution.

3.02 CHASE, SHAFTS AND RECESSES

A. Coordinate with architectural and other trades to ensure accurate location and size of chases, shafts and recesses.

3.03 CUTTING, CORING AND PATCHING

A. Refer to General Conditions.

B. The Contractor shall perform all cutting, coring, and patching that may be necessary for the installation of their Work. All cutting, coring, patching and repair work shall be performed by the Contractor through qualified Subcontractors. Contractor shall include full cost of same in his bid.

C. Secure approval form Architect and/or Structural Engineer, in writing, before cutting, welding/bolting to, or anchoring from any structural building components (i.e. structural steel, load bearing walls, footings/foundations, concrete floors/ceilings, etc.).

3.04 EQUIPMENT SUPPORTS

A. For equipment suspended from ceiling or walls, furnish and install all inserts, rods, structural steel frames, brackets and platforms required.

3.05 SLEEVES

A. Provide and install Schedule 40 black steel pipe sleeves, cut to length, wherever conduits pass through above grade walls and floors. Provide and install galvanized steel pipe sleeves, cut to length, wherever conduits pass through below grade foundation walls and slab on grade floors. Sleeves shall terminate flush with walls in finished areas. All sleeves through the floor are to extend two (2) inches above finish floor.

B. Provide escutcheons at each penetration through walls, floors, and ceilings in exposed areas.

C. Provide fire caulk & patch sleeves to match building material.

3.06 SEALING OF ELECTRICAL OPENINGS

A. Seal the space around conduits in sleeves through walls, floors and ceilings.

B. Refer to specification 078400-Firestopping.

C. Provide adequate clearance to allow for proper sealing.

D. Provide/install fireproof wall and floor sleeves as required at all applicable wall, ceiling, and floor penetrations. Refer to Architectural plans for wall assembly ratings.

E. Sleeves placed in floors shall be flush with the underside of the floor construction and shall have planned, square ends, extending 2 inches above the finished floor, unless otherwise noted or detailed.

F. Where sleeves pass through reinforced concrete floors, they shall be properly set in position prior to concrete pouring in such a way that they will be maintained in position until the concrete is set.

3.07 FIRESTOP MATERIALS

A. Refer to specification 078400-Firestopping.

B. Use only firestop products that have been tested according to ASTM E-814 and UL 1479 for the conditions set forth regarding construction assembly type, penetrating item type, annular space requirements and fire rating.

C. Install conduit & boxes to preserve fire resistance rating of partitions and other elements, using materials and methods specified in other related specification sections.

1. For non-combustible penetrations including conduit not passing through a sleeve, the following materials are acceptable:
    a. Hilti FS 601 Elastmeric Firestop Sealant.
    b. 3 M.
    c. CSD Sealing Systems.
    d. Firestop Systems.
2. For non-combustible penetrations including sleeved conduits, the following materials are acceptable:
    a. Hilti FS 601 Elastmeric Firestop Sealant.
    b. 3 M.
    c. CSD Sealing Systems.
    d. Firestop Systems.
3. For combustible penetrations including cables and cable bundles, the following materials are acceptable:
    a. Hilti FS 611A Intumescent Firestop Sealant.
    b. 3 M.
    c. CSD Sealing Systems.
    d. Firestop Systems.
4. For large or complex penetrations involving multiple conduits, cable trays, electrical bussway, etc. the following materials are acceptable:
    a. Hilti FS 635 Firestop Compound.
    b. 3 M.
    c. CSD Sealing Systems.
    d. International Protective Coatings - KBS Sealbags.

D. For fire rated membrane penetrations larger than a 4” square J-box (e.g. panelboards, large pull

boxes, elevator call boxes, non-rated access doors, etc.) provide/install Endothermic Mat in order to preserve fire resistance rating of partitions and other elements. Install per manufacturer's recommendations & code requirements.

1. 3M Interam Endothermic Mat E-5A-4, or equal.

3.08 EQUIPMENT CONNECTIONS

A. Make connections to equipment, fixtures and other items included in the work in accordance with the approved shop drawings and rough-in measurements furnished by the manufactures of the particular equipment furnished. All additional connections not shown on the drawings, but called out by the equipment manufacturer's shop drawings, shall be provided at no additional cost.

3.09 CLEANING

A. Each Trade shall be responsible for removing all debris daily as required to maintain the work area in a neat, orderly condition.

B. Final cleanup shall include, but not be limited to, washing of fixture lenses or louvers, switchboards, substations, motor control centers, panels, etc. Fixture reflectors and lenses or louvers shall be left with no water marks or cleaning streaks.

3.10 INSTALLATION IN PLENUM SPACES

A. Equipment and systems installed in mechanical return air plenum spaces shall of non-combustible materials which meet building code required smoke and flame spread ratings.

B. Coordinate location of mechanical plenum spaces with mechanical trades for plenum rated cable requirements.

3.11 PAINTING

A. All electrical systems, equipment, conduit, etc. exposed in finished areas shall be painted to match the surrounding finishes. Refer to specification section 09900 - Coordinate color with Architect

3.12 PROTECTION AND HANDLING OF EQUIPMENT AND MATERIALS

A. Equipment and materials shall be protected from theft, injury or damage.

B. Protect equipment outlets, pipe and duct openings with temporary plugs or caps.

C. Provide adequate storage for all equipment and materials delivered to the job site. Equipment set in place in unprotected areas must be provided with temporary protection.

3.13 ACCESSIBILITY

A. All equipment shall be installed so as to be readily accessible for operation, maintenance, and repair, as required by the equipment manufacturer and as subject to the approval of the Engineer.

3.14 NAMEPLATES AND DIRECTORIES

A. Identify switchgear, unit substations, motor controls, panelboards, safety switches, etc., with manufacturer's nameplate, shop order, where applicable on composite assemblies, and designations used on the Drawings. Nameplates shall be laminated phenolic plastic, beveled edged white with engraved black letters. Except where impractical, letter and numerals shall be a minimum of 1/2 inch high. Nameplates shall be mechanically secured. Pressure sensitive nameplates are not acceptable. Panel directories shall be neatly typed, showing equipment served and location for each breaker or switch with a clear plastic protective cover.

3.15 EXTRA WORK

A. Refer to Division 1, General Requirements.

B. For any extra electrical work which may be proposed, the Electrical Contractor shall furnish to the General Contractor/Construction Manager, an itemized breakdown of the estimated cost of all materials and labor required to complete this work. The estimate cost breakdown shall include unit prices (same prices for increase/decrease of work) for all materials (i.e. wire, conduit, devices, equipment, equipment rental, etc.) and all labor (i.e. manhours, overtime, etc.) which may be required for any proposed extra work. The Contractor shall not proceed until receiving a written order from the General Contractor establishing the agreed price and describing the work to be done.

3.16 DRAWINGS AND MEASUREMENTS

A. These specifications and accompanying drawings are intended to describe and provide for finished work. They are intended to be cooperative, and what is called for by either the drawings or specifications shall be as binding as if call for by both. The work herein described shall be complete in every detail.

B. The Drawings are not intended to be scaled for rough-in measurements, nor to serve as Shop Drawings. Field measurements necessary for ordering materials and fitting the installation to the building construction and arrangement shall be taken by the Contractor. The Contractor shall check latest architectural drawings to locate light switches, check latest structural drawings for interferences, etc.

3.17 DEMOLITION AND REMOVAL WORK

A. All demolition of existing electrical equipment and materials shall be done by the Contractor unless otherwise indicated.

B. In general, demolition work is indicated on the drawings. However, the Contractor shall visit the job to determine the full extent and character of this work.

C. The Contractor shall review all other contract documents to review the extent of demolition and remodeling work.

D. Unless specifically noted, removed materials shall not be reused in the work. Salvaged materials that are to be reused shall be stored safe against damage and turned over to the appropriate trade for reuse. Salvaged materials of value that are not to be reused shall remain the property of the Owner unless such ownership is waived. Remove items from the systems and turn over to the Owner unless such ownership is waived. Items on which the Owner waives ownership shall become the property of the Contractor, who shall remove and legally dispose of same, away from the premises. Properly dispose of lighting fixture lamps and ballasts.

E. Work that has been cut or partially removed shall be protected against damage until covered by permanent construction.

F. Where equipment or fixtures are removed, wire shall be removed, outlets shall be properly blanked off, and conduits capped. After alterations are done, the entire installation shall present a "finished" look, as approved by the Architect and/or Engineer. The original function of the existing electrical work to be modified shall not be changed unless required by the specific revisions shown on the drawings.

G. The Contractor is required to maintain service by rerouting wiring for power and lights as necessary. Where walls and ceilings are to be removed as shown on the drawings, the conduit is to be cut off by the Electrical Trades so that the abandoned conduit in these walls and ceilings may be removed with the walls and ceilings by the Architectural Trades. All dead-end conduit runs shall be plugged at the remaining line outlet boxes or the panels.

H. Where new walls, ceilings/floors, and/or equipment are installed which interfere with existing

outlets, devices, etc., which are to remain, the Electrical Trades shall adjust, extend and reconnect such items as required to maintain continuity of same.

I. Where devices on existing walls are no longer active, but wires feeding outlets are active, provide blank cover plates and box extensions are required to meet new finishes. Where devices and wires feeding them are no longer active, fill outlet boxes with plaster for finishing by others.

J. Where circuits, conduit, boxes, etc. are no longer used/in service they shall be entirely removed back to the panel (source of power).

K. Where shown as to use existing circuits and equipment in remodeled areas, the Contractor shall verify circuit identification, circuit loads, and as-build methods of installation to complete the demolition and new work in accordance with current codes.

L. Conceal all electrical work wherever possible. Use of surface raceway or exposed conduits will be permitted only where approved by the Architect and/or Engineer.

3.18 WORK IN EXISTING BUILDINGS

A. The Owner will provide access to existing buildings as required. Access requirements to occupied buildings shall be identified on the project schedule. The Contractor, once work is started in the existing building, shall complete same work without interruption so as to return work areas as soon as possible to Owner.

B. Adequately protect and preserve all existing and newly installed work. The Contractor shall repair any damages that they are responsible for at their expense.

C. Consult with the Architect and/or Engineer as to the methods of carrying on the work so as not to interfere with the Owner's operation any more than absolutely necessary. Accordingly, all service lines shall be kept in operation as long as possible and the services shall only be interrupted at such time as will be designated by the Architect, Engineer, and/or Owner's Representative.

3.19 FIELD QUALITY CONTROL

A. Equipment Start-Up

1. After completion of the installation, all systems and equipment shall be tested by the Contractor in the presence of the Owner's Representative and/or Engineer under actual operating conditions. Tests shall be performed according to manufacturer's recommendations.

2. The Contractor shall include with his bid the services of all required Equipment Manufacturer's field service technicians for a period necessary to complete the work to the satisfaction of the Engineer and Owner.

3. This service shall be for the purposes of check-out, initial start-up, certification, and instruction of plant personnel.

4. A written report covering the technician's findings and installation approval shall be submitted to the Engineer covering all inspections and outlining in detail any deficiencies noted.

5. Specific requirements, if any, for a particular system or piece of equipment are contained in the particular specification sections. The Contractor's responsibility relative to coordinating these services is contained in Section 01 7700, Closeout Procedures.

B. Manufacturer's Supervision and Field Installation Verification

1. Where specified, electrical equipment manufacturer shall furnish the services of an authorized representative especially trained and experienced in the installation of his equipment to

a. Supervise the equipment installation in accordance with the approved submittals and manufacturer's instructions.

b. Be present when the equipment is first put into operation.

c. Inspect, check, adjust as necessary, and approve the installation.

d. Repeat the inspection, checking, and adjusting until all trouble or defects are corrected and the equipment installation and operation are acceptable.

e. Prepare and submit the specified Manufacturers' Certified report. Include all costs for representative's services in the contract price.

C. Final Operation Tests

1. The Contractor shall test all electrical systems for not less than 16 hours, with no interruptions except for normal maintenance or corrective work. Conform to the approved test plan.

2. Testing Materials

a. The Contractor shall furnish labor, instruments, recorders, gages, materials, and power for tests as required.

3. Testing Methods

a. The Contractor shall operate systems continuously 24 hours a day under constant inspection of trained operators. Cause variable speed equipment to cycle through the applicable speed range at a steady rate or change. Induce simulated alarm and distressed operating conditions, and test controls and protective devices for correct operation.

END OF SECTION

SECTION 26 0519

LOW-VOLTAGE ELECTRICAL POWER CABLES (600 V AND LESS)

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wire and cable for 600 volts and less.

B. Wiring connectors and connections.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

B. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 SUBMITTALS

A. Project Record Documents: Record actual locations of components and circuits on the As-Build Record drawings.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Furnish products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.05 PROJECT CONDITIONS

A. Verify that field measurements are as shown on the Drawings.

B. Conductor sizes are based upon copper unless indicated as aluminum "AL" on the Drawings.

C. Wire and cable routing shown on the Drawings are approximate unless dimensioned. Route wire and cable as required to meet project conditions.

D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1. Contractor shall coordinate all proposed routings through occupied areas with the Architect/Owner as required to determine acceptable appearance of new routings prior to rough-in.

PART 2 PRODUCTS

2.01 WIRING REQUIREMENTS

A. Concealed Dry Interior Locations: Use only building wire in conduit.

B. Exposed Dry Interior Locations: Use only building wire in conduit building wire with Type THHN,THWN,XHHW insulation in conduit.

C. Above Accessible Ceilings: Use only building wire in conduit or metal clad cable.

D. Wet or Damp Interior Locations: Use only building wire with Type THWN, XHHW insulation in conduit.

E. Exterior Locations: Use only building wire with Type THWN or XHHW insulation in conduit.

F. Underground Installations: Use only building wire with Type THWN or XHHW insulation in conduit.

G. Use stranded conductors for control circuits.

H. Use conductor not smaller than 10 AWG for power and lighting circuits.

I. Use conductor not smaller than 14 AWG for control circuits.

J. Use 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.

K. Use 8 AWG conductors for 30 ampere, 120 volt branch circuits longer than 75 feet.

L. Conductor sizes are based on copper unless indicated as aluminum or "AL".

M. All feeders not sized on the plans shall be sized by the CONTRACTOR for a maximum of 2% voltage drop. All branch circuits shall be sized for a maximum of 3% voltage drop.

2.02 WIRE MANUFACTURERS

A. Cerro Wire Inc.: www.cerrowire.com.

B. Industrial Wire & Cable, Inc.: www.iewc.com.

C. Southwire Company: www.southwire.com.

D. Royal.

E. Rome.

F. General Cable.

G. Triangle.

2.03 BUILDING WIRE

A. Description: Single conductor insulated wire.

B. Conductor: Copper. Class B strand per ICEA S-61-402.

C. Insulation Voltage Rating: 600 volts.

D. Insulation: NFPA 70.

1. For Feeders and Branch Circuits Equal to and Smaller Than 4/0 AWG (Dry and Damp locations): Type THHN rated 90 degrees C.
2. For Feeders and Branch Circuits Equal to and Smaller Than 4/0 AWG (Wet locations): Type THWN rated 90 degrees C.
3. For Feeders and Branch Circuits Larger Than 4/0 AWG (Dry and Damp locations): Type XHHW rated 90 degrees C.

E. Color Coding:

1. Branch circuits shall have their insulation color coded the entire length as noted below.
2. Feeder conductors shall have their ends taped, when entering junction boxes or panels, as noted below.
3. Color coding shall be as follows:
   a. 208/120 volt, 3 phase, 4 wire:
      1) grounded neutral - white
      2) phase A hot leg - black
      3) phase B hot leg - red
      4) phase C hot leg - blue

5) ground - green

b. 480/277 volt, 3 phase, 4 wire:

1) grounded neutral - white with a color tracer

2) phase A hot leg - brown

3) phase B hot leg - orange

4) phase C hot leg - yellow

5) ground - green with a color tracer

2.04 CONTROL WIRING

A. Control circuit, single conductor field wire shall be No. 14 AWG, stranded copper with 30 mil thick wall of cross linked polyethylene or polyvinyl chloride insulation rated to withstand a copper temperature of 90 degrees C. at 600 volts without deterioration. It shall meet applicable ICEA Standards.

B. Multi conductor control cable shall consist of individual conductors, No. 14 AWG, stranded copper with 30 mil thick wall of insulation rated to withstand a copper temperature of 75 degrees C without deterioration. The insulation shall be a 20 mil wall of polyethylene with a 10 mil thick polyvinyl chloride jacket. The individual conductors shall be identified per Paragraph 5.6.3. of ICEA Publication No. S 61402 and shall be cabled together with suitable fillers and binder tape to give the completed cable a substantially circular cross section.

2.05 METAL CLAD CABLE (TYPE MC CABLE)

A. Description: NFPA 70, Type MC.

B. Conductor: Copper.

C. Insulation Voltage Rating: 600 volts.

D. Insulation Temperature Rating: 75 degrees C.

E. Insulation Material: Thermoplastic.

F. Armor Material: Steel.

G. Armor Design: Interlocked metal tape.

H. Fittings: Shall be specifically designed for use with type MC cable.

2.06 WIRING CONNECTORS

A. Split Bolt Connectors:

1. Manufacturers:

a. Black Burn.

b. T & B.

c. Burndy.

B. Solderless Pressure Connectors:

1. Manufacturers:

a. AMP.

b. T & B.

c. 3 M.

C. Spring Wire Connectors:

1. Manufacturers:

a. Buchanah Model B-Cap.

b. 3 M Model Scotchlok or Hyflex.

c. Panduit Model P-Conn.

D. Compression Connectors:

1. Manufacturers:

a. Neer.

b. T & B.

c. Appleton.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that interior of building has been protected from weather.

B. Verify that mechanical work likely to damage wire and cable has been completed.

C. Verify that raceway installation is complete and supported.

D. Verify that field measurements are as indicated.

3.02 PREPARATION

A. Completely and thoroughly swab conduit/raceway before installing wire.

3.03 INSTALLATION

A. Install wire and cable securely, in a neat and workmanlike manner, as specified in NECA 1.

B. Route wire and cable as required to meet project conditions.

1. Wire and cable routing indicated is approximate unless dimensioned.

2. Where wire and cable destination is indicated and routing is not shown, determine exact routing and lengths required.

C. Use wiring methods indicated.

D. All wiring shall be installed in conduit or approved raceway. All raceways shall be provided with a ground conductor unless noted otherwise.

E. Use stranded conductors for control circuits.

F. Pull all conductors into raceway at same time.

G. Use suitable wire pulling lubricant for building wire 4 AWG and larger.

H. Protect exposed cable from damage.

I. Support cables above accessible ceiling, using spring metal clips or metal cable ties to support cables from structure. Do not rest cable on ceiling panels.

J. Use suitable cable fittings and connectors.

K. Neatly train and lace wiring inside boxes, equipment, and panelboards.

L. Clean conductor surfaces before installing lugs and connectors.

M. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible

temperature rise.

N. Use split bolt connectors for copper conductor splices and taps, 6 AWG and larger. Tape uninsulated conductors and connector with electrical tape to 150 percent of insulation rating of conductor.

O. Use solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.

P. Use insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.

Q. Identify and color code wire and cable under provisions of Section 26 0553. Identify each conductor with its circuit number or other designation indicated.

R. Branch circuits may be combined up to 8 conductors (A-phase, B-phase, C-phase, neutral and A-phase, B-phase, C-phase, neutral) and 2 ground conductors in conduit. Contractor shall be responsible for derating conductors as required by N.E.C Article 310, Note 8.

S. Branch circuit neutral conductors: The use of multi-wire branch circuits with a common neutral is not permitted. Each branch circuit shall be furnished and installed with an accompanying neutral conductor sized the same as the phase conductor.

END OF SECTION

SECTION 26 0526

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Grounding and bonding components.

B. Provide all components necessary to complete the grounding system(s) consisting of:

1. New grounding for new circuits connected to existing grounding system.
2. New isolated ground wiring & new Ground Buss Bar (for new Stage Lighting Network cabinet in room C11).

1.02 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; National Fire Protection Association.

B. NFPA 99 - Standard for Health Care Facilities; National Fire Protection Association.

1.03 PERFORMANCE REQUIREMENTS

A. Grounding System Resistance: 5 ohms.

1.04 SUBMITTALS

A. Test Reports: Indicate overall resistance to ground and resistance of each electrode.

B. Project Record Documents: Record actual locations of components on As-Builts.

1.05 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience with service facilities within 100 miles of Project.

C. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

D. The Contractor shall be responsible for providing all grounding required in accordance with NEC and local code requirements. Grounding shown on the plans is minimum required.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Cooper Power Systems: www.cooperpower.com.

B. American Electric.

C. Chance.

D. Burndy.

E. Cadweld.

2.02 GENERAL

A. The contractor shall install grounding system in accordance with the drawings, specifications, and with the National Electrical Code, NEMA, USASI, and IEEE Standards, latest editions. New ground wires (CU) connected to existing grounding system as required for a code compliant

grounding system. Maximum grounding resistance shall be achieved per NEC requirements.

2.03 CONNECTORS AND ACCESSORIES

A. Mechanical Connectors: Bronze.

1. Manufacturers: Chance, Burndy, American Electric - Blackburn.

B. Exothermic Connections:

1. Product: Cadweld.

C. Wire: Stranded copper.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions prior to beginning work.

3.02 INSTALLATION

A. Install ground wires at locations indicated.

B. Provide grounding electrode conductor and connect to building steel. Bond steel together.

C. Provide bonding to meet requirements described in Quality Assurance.

D. Provide isolated grounding conductor for circuits supplying new Stage Lighting panel, and isolated ground circuits as indicated on the drawings.

E. Grounding Conductor: Provide separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.

F. Ground cables shall be protected by sleeves.

G. Where ground cables are installed in metallic conduit, the cables shall be bonded to the conduit at both ends of the run.

H. Install a minimum #12 AWG green grounding wire for each branch circuit. The grounding wire shall be connected to the grounding terminal bus bars in panelboards, and these bars shall be grounded to the building's grounding system.

END OF SECTION

SECTION 26 0529

HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Conduit and equipment supports.

B. Anchors and fasteners.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

B. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MATERIALS

A. Hangers, Supports, Anchors, and Fasteners - General: Corrosion-resistant materials of size and type adequate to carry the loads of equipment and conduit, including weight of wire in conduit.

B. Supports: Fabricated of structural steel or formed steel members; galvanized. All structural supports and channels shall be manufactured from a minimum of #16 gauge ASTM A570 grade 33 steel.

C. Anchors and Fasteners:

1. Do not use spring clips.
2. Obtain permission from ENGINEER before using powder-actuated anchors.
3. Concrete Structural Elements: Use precast inserts, expansion anchors, or preset inserts.
4. Steel Structural Elements: Use beam clamps or welded fasteners.
5. Concrete Surfaces: Use expansion anchors.
6. Hollow Masonry, Plaster, and Gypsum Board Partitions: Use hollow wall fasteners.
7. Solid Masonry Walls: Use expansion anchors or preset inserts.
8. Sheet Metal: Use sheet metal screws.
9. Wood Elements: Use wood screws.

D. Formed Steel Channel:

1. Product: B-Line Strut.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install hangers and supports as required to adequately and securely support electrical system components, in a neat and workmanlike manner, as specified in NECA 1.

1. Do not fasten supports to pipes, ducts, mechanical equipment, or conduit.
2. Obtain permission from Engineer before drilling or cutting structural members.

B. Rigidly weld support members or use hexagon-head bolts to present neat appearance with adequate strength and rigidity. Use spring lock washers under all nuts.

C. Install surface-mounted cabinets and panelboards with minimum of four anchors.

D. In wet and damp locations use steel channel supports to stand cabinets and panelboards 1 inch off wall.

E. Use sheet metal channel to bridge studs above and below cabinets and panelboards recessed in hollow partitions.

END OF SECTION

SECTION 26 0534

CONDUIT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Conduit, fittings and conduit bodies.

1.02 REFERENCE STANDARDS

A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC).

B. ANSI C80.3 - American National Standard for Steel Electrical Metallic Tubing (EMT).

C. ANSI C80.5 - American National Standard for Electrical Rigid Aluminum Conduit (ERAC).

D. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

E. NECA 101 - Standard for Installing Steel Conduit (Rigid, IMC, EMT); National Electrical Contractors Association.

F. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association.

G. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Accept conduit on site. Inspect for damage.

B. Protect conduit from corrosion and entrance of debris by storing above grade. Provide appropriate covering.

1.05 PROJECT CONDITIONS

A. Verify that field measurements are as shown on the drawings.

B. Verify routing and termination locations of conduit prior to rough-in.

C. Conduit routing shown on Drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

D. Where wire and cable routing is not shown, and destination only is indicated, determine exact routing and lengths required.

1. Contractor shall coordinate all proposed routings through occupied areas with the Architect/Owner as required to determine acceptable appearance of new routings prior to rough-in

E. Coordinate painting requirements of exposed conduit in finished areas with specification section 09900 and color with Architect.

PART 2 PRODUCTS

2.01 CONDUIT REQUIREMENTS

A. Conduit Size: Comply with NFPA 70.

1. Minimum Size: 3/4 inch (19 mm).

B. Underground Installations:

1. More than 5 Feet (1.5 Meters) from Foundation Wall: Use galvanized rigid steel conduit, thickwall nonmetallic conduit, or thinwall nonmetallic conduit.

2. Within 5 Feet (1.5 Meters) from Foundation Wall: Use galvanized rigid steel conduit, or thickwall nonmetallic conduit.

3. In or Under Slab on Grade: Use galvanized rigid steel conduit, or thickwall nonmetallic conduit.

4. Minimum Size: 1 inch (25 mm).

C. Outdoor Locations Above Grade: Use galvanized rigid steel conduit.

D. Wet and Damp Locations: Use galvanized rigid steel conduit or rigid aluminum conduit

E. Dry Locations:

1. Concealed: Use galvanized rigid steel conduit or electrical metallic tubing.

2. Exposed: Use galvanized rigid steel conduit or electrical metallic tubing.

F. Transformer and Motor Connections:

1. Liquidtight flexible metal conduit (maximum length shall be 3'-0").

G. Lighting fixtures:

1. Interior: From junction box to lighting fixture shall be flexible metal conduit (maximum length shall be 6'-0").

2. Exterior: From junction box to lighting fixture shall be liquidtight flexible metal conduit (maximum length shall be 3'-0").

H. AC/MC Cable:

1. Use for concealed branch circuit drops to devices or light fixtures. Do not use AC/MC cable for homeruns to panelboards.

I. Control Wiring (lighting controls, security systems, etc.):

1. Use electrical metallic tubing, except when making final connection to moving equipment where flexible conduit or sealtite should be used.

2.02 METAL CONDUIT

A. Manufacturers:

1. Allied Tube & Conduit: www.alliedtube.com.

2. Beck Manufacturing, Inc.: www.beckmfg.com.

3. Wheatland Tube Company: www.wheatland.com.

4. Century.

B. Rigid Steel Conduit: ANSI C80.1. Galvanized Rigid Steel (GRS).

C. Rigid Aluminum Conduit: ANSI C80.5.

D. Fittings and Conduit Bodies: NEMA FB 1; material to match conduit.

1. Connectors and couplings shall be threaded, set-screw, or compression type, and concrete

tight and/or rain tight where required.

2. Locknuts shall be malleable iron or steel. Bushings shall be malleable iron, steel, or plastic. Malleable iron or steel bushings shall be zinc or cadmium plated and shall have insulating insert of thermostatic plastic molded and locked into bushing ring. Plastic bushings shall be thermostatic phenolic insulating type. Use of non-rigid plastic bushings is prohibited.

2.03 FLEXIBLE METAL CONDUIT

A. Manufacturers:

1. AFC Cable Systems, Inc.: www.afcweb.com.
2. Electri-Flex Company: www.electriflex.com.
3. International Metal Hose: www.metalhose.com.

B. Description: Interlocked steel construction.

C. Fittings: NEMA FB 1. cast fittings.

D. Flexible metal conduit shall have a separate grounding conductor.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT

A. Manufacturers:

1. AFC Cable Systems, Inc.: www.afcweb.com.
2. Electri-Flex Company: www.electriflex.com.
3. International Metal Hose: www.metalhose.com.
4. Anaconda Type "UA" for less than 1-1/4" and Type "EF" for larger than 1-1/2".

B. Description: Interlocked steel construction with PVC jacket.

C. Fittings: NEMA FB 1. cast fittings.

D. Flexible metal conduit shall have a separate grounding conductor.

2.05 ELECTRICAL METALLIC TUBING (EMT)

A. Manufacturers:

1. Allied Tube & Conduit: www.alliedtube.com.
2. Beck Manufacturing, Inc.: www.beckmfg.com.
3. Wheatland Tube Company: www.wheatland.com.

B. Description: ANSI C80.3; galvanized tubing.

C. Fittings and Conduit Bodies: NEMA FB 1; steel or malleable iron set screw type.

1. Connectors and couplings shall be threaded, set-screw, or compression type, and concrete tight and/or rain tight where required.
2. Locknuts shall be malleable iron or steel. Bushings shall be malleable iron, steel, or plastic. Malleable iron or steel bushings shall be zinc or cadmium plated and shall have insulating insert of thermostatic plastic molded and locked into bushing ring. Plastic bushings shall be thermostatic phenolic insulating type. Use of non-rigid plastic bushings is prohibited.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify routing and termination locations of conduit prior to rough-in.

B. Conduit routing is shown on drawings in approximate locations unless dimensioned. Route as required to complete wiring system.

3.02 INSTALLATION

A. Install conduit securely, in a neat and workmanlike manner, as specified in NECA 1.

B. Install steel conduit as specified in NECA 101.

C. Arrange supports to prevent misalignment during wiring installation.

D. Support conduit using coated steel or malleable iron straps, lay-in adjustable hangers, clevis hangers, and split hangers.

E. Group related conduits; support using conduit rack. Construct rack using steel channel; provide space on each for 25 percent additional conduits.

F. Fasten conduit supports to building structure and surfaces under provisions of Section 26 0529.

G. Do not support conduit with wire or perforated pipe straps. Remove wire used for temporary supports.

H. Do not attach conduit to ceiling support wires.

I. Arrange conduit to maintain headroom and present neat appearance.

J. Route exposed conduit parallel and perpendicular to walls.

K. Route conduit installed above accessible ceilings parallel and perpendicular to walls.

L. Maintain 12 inch (300 mm) clearance between conduit and surfaces with temperatures exceeding 104 degrees F (40 degrees C).

M. Cut conduit square using saw or pipecutter; de-burr cut ends.

N. Bring conduit to shoulder of fittings; fasten securely.

O. Use conduit hubs or sealing locknuts to fasten conduit to sheet metal boxes in damp and wet locations, and to cast boxes.

P. Install no more than equivalent of three 90 degree bends between boxes. Use conduit bodies to make sharp changes in direction, as around beams. Use factory elbows for bends in metal conduit larger than 2 inch (50 mm) size. Elbows larger than 3" dia. shall be long radius elbows.

Q. Avoid moisture traps; provide junction box with drain fitting at low points in conduit system.

R. Provide suitable fittings to accommodate expansion and deflection where conduit crosses seismic, control, and expansion joints.

S. Provide suitable pull string in each empty conduit except sleeves and nipples.

T. Use caps to protect installed conduit against entrance of dirt and moisture.

U. Ground and bond conduit under provisions of Section 26 0526.

V. Identify conduit under provisions of Section 26 0553.

W. Install insulating bushings at open ends of telecom, A/V, security, lighting controls, etc. conduits.

X. Drawstrings shall be provided for all new empty conduits. Drawstring shall be wax impregnated, nylon, or other synthetic material resistant to moisture and mildew to prevent deterioration.

3.03 FIRESTOPPING

A. Use only firestop products that have been tested according to ASTM E-814 and UL 1479 for the conditions set forth regarding construction assembly type, penetrating item type, annular space requirements and fire rating.

B. Install conduit to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 07 8400.

1. For non-combustible penetrations including conduit not passing through a sleeve, the following materials are acceptable:
   a. Hilti FS 601 Elastmeric Firestop Sealant.
   b. 3 M.
   c. CSD Sealing Systems.
   d. Firestop Systems.
2. For non-combustible penetrations including sleeved conduits, the following materials are acceptable:
   a. Hilti FS 601 Elastmeric Firestop Sealant.
   b. 3 M.
   c. CSD Sealing Systems.
   d. Firestop Systems.
3. For combustible penetrations including cables and cable bundles, the following materials are acceptable:
   a. Hilti FS 611A Intumescent Firestop Sealant.
   b. 3 M.
   c. CSD Sealing Systems.
   d. Firestop Systems.
4. For large or complex penetrations involving multiple conduits, cable trays, electrical bussway, etc. the following materials are acceptable:
   a. Hilti FS 635 Firestop Compound.
   b. 3 M.
   c. CSD Sealing Systems.
   d. International Protective Coatings - KBS Sealbags.

3.04 PAINTING

A. All conduit exposed in finished areas shall be painted to match the surrounding finishes. Refer to specification section 09900 - Coordinate color with Architect.

END OF SECTION

SECTION 26 0537

BOXES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wall and ceiling outlet boxes.

B. Pull and junction boxes.

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

B. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; National Electrical Manufacturers Association.

C. NEMA OS 1 - Sheet Steel Outlet Boxes, Device Boxes, Covers, and Box Supports; National Electrical Manufacturers Association.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association.

E. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 SUBMITTALS

A. O&M manual - Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Quality Assurance. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Provide products listed and classified by Underwriters Laboratories Inc., as suitable for the purpose specified and indicated.

C. Pull boxes, junction boxes, and cable support boxes of proper size and design shall be provided in accordance with the N.E.C. and as required to facilitate installation of wires. All boxes shall be sized in accordance with the N.E.C. Covers shall be gasketed and held in place with corrosion resistant machine screws. Cable supports for vertical runs shall be provided at code required locations, within pull or junction boxes. Boxes shall be NEMA 12 for inside and NEMA 4 for outside use where exposed to the weather or where otherwise called for on the drawings.

PART 2 PRODUCTS

2.01 OUTLET BOXES

A. Sheet Metal Outlet Boxes: NEMA OS 1, galvanized steel.

1. Luminaire and Equipment Supporting Boxes: Rated for weight of equipment supported; include 1/2 inch (13 mm) male fixture studs where required.

B. Wall Plates for Finished Areas: As specified in Section 26 2726.

C. Outlet and switch boxes shall be minimum of 2-1/8" deep.

D. Use 2-gang 4" square boxes with single plaster rings for single device outlets.

2.02 PULL AND JUNCTION BOXES

A. Sheet Metal Boxes: NEMA OS 1, galvanized steel.

B. Hinged Enclosures: Sized as required for purpose.

C. Surface Mounted Cast Metal Box: NEMA 250, Type 4; flat-flanged, surface mounted junction box:

1. Material: Galvanized cast iron.
2. Cover: Furnish with ground flange, neoprene gasket, and stainless steel cover screws.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify locations of boxes/outlets for all Stage Lighting fixtures with S.L.C. prior to rough-in.

B. Electrical boxes shown on Drawings in approximate locations unless dimensioned. Install at location required for box to serve intended purpose.

3.02 INSTALLATION

A. Install boxes securely, in a neat and workmanlike manner, as specified in NECA 1.

B. Install in locations as shown on Drawings, and as required for splices, taps, wire pulling, equipment connections, and as required by NFPA 70.

C. Coordinate installation of outlet boxes for equipment/Stage Lighting fixtures, connected under Section 26 2717.

D. Set wall mounted boxes at elevations to accommodate mounting heights indicated or required for House/Stage lighting systems.

E. Electrical boxes shown on Drawings are approximate locations unless dimensioned.

F. Orient boxes to accommodate wiring devices oriented as specified in Section 26 2726.

G. Maintain headroom and present neat mechanical appearance.

H. Install pull boxes and junction boxes above accessible ceilings and in unfinished areas only.

I. Inaccessible Ceiling Areas: Install outlet and junction boxes no more than 6 inches (150 mm) from ceiling access panel or from removable recessed luminaire.

J. Provide identification labels on all junction boxes indicating what systems/equipment circuits are feeding (i.e. Lights in Room #102) and where they are being fed from (i.e. Panel LP-1)

K. Install boxes and fire caulk to preserve fire resistance rating of partitions and other elements.

L. Coordinate mounting heights and locations of outlets mounted above counters, benches, and for House/Stage lighting fixtures & controls.

M. Locate outlet boxes to allow luminaires positioned as needed by Stage Lighting Contractor (S.L.C.) and Owner’s Stage Lighting Consultant.

N. Align adjacent wall mounted outlet boxes for switches and similar devices.

O. Use adjustable steel channel fasteners for hung ceiling outlet box.

P. Do not fasten boxes to ceiling support wires.

Q. Support boxes independently of conduit, except cast box that is connected to two rigid metal conduits both supported within 12 inches (305 mm) of box.

R. Use gang box where more than one device is mounted together. Do not use sectional box.

Telecom/House & Stage Lighting control gang boxes shall be separate from power device gang boxes.

S. Use 2-gang 4" square boxes with single plaster rings for single device outlets.

T. Large Pull Boxes (boxes larger than 100 cubic inches in volume or 12 inches in any dimension): Use hinged enclosure in interior dry locations, surface-mounted cast metal box in other locations.

3.03 ADJUSTING

A. Adjust flush-mounting outlets to make front flush with finished wall material.

B. Install knockout closures in unused box openings.

3.04 CLEANING

A. Clean interior of boxes to remove dust, debris, and other material.

B. Clean exposed surfaces and restore finish.

END OF SECTION

SECTION 26 0553

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Nameplates and labels.

B. Wire and cable markers.

C. Conduit markers.

D. Panel schedules.

1.02 REFERENCE STANDARDS

A. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for purpose specified and shown.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Brady Corporation: www.bradycorp.com.

B. Seton Identification Products: www.seton.com/aec.

C. Thomas & Betts.

2.02 NAMEPLATES AND LABELS

A. Nameplates: Engraved three-layer laminated plastic, black letters on white background.

B. Locations:

1. Each electrical distribution and control equipment enclosure (including starters, disconnects, panelboards, breakers at distribution panels, etc.).

2. Communication cabinets.

C. Letter Size:

1. Use 1/2 inch letters for identifying equipment and loads. Identification shall indicate where the load is fed from.

2.03 WIRE MARKERS

A. Description: Vinyl cloth type self-adhesive wire markers.

B. Description: tape or split sleeve type wire markers.

C. Locations: Each conductor at panelboard gutters, pull boxes, and junction boxes each load connection.

1. Identify circuit feeder numbers at all wiring devices (receptacle, light switches, dimmers, etc.) with a self-adhesive wire marker taped to the front of the device cover plate.

D. Legend:

1. Power and Lighting Circuits: Branch circuit or feeder number indicated on drawings.
2. Control Circuits: Control wire number indicated on shop drawings.

2.04 CONDUIT MARKERS

A. Description: Size: 1-1/8"x4-1/2" minimum. Color: Background color as specified below with black lettering.

B. Location: Furnish markers for each conduit longer than 6 feet (2 m).

C. Spacing: 20 feet (6 m) on center.

D. Color:

1. Fire Alarm System: Red background with Black lettering.
2. All others: White background with Black Lettering.

E. Legend:

1. 480 Volt System: 480 Volt.
2. 277 Volt System: 277 Volt.
3. 208 Volt System: 208 Volt.
4. Fire Alarm System: Fire Alarm.

2.05 UNDERGROUND WARNING TAPE

A. Description: 4 inch (100 mm) wide plastic tape, detectable type colored red with suitable warning legend describing buried electrical lines.

2.06 PANEL SCHEDULES

A. Each panel shall have a typewritten panel schedule indicating loads. A clear plastic cover over the schedule shall be provided to protect it.

B. Existing panel schedules shall be improved to indicate all existing loads and/or updated to indicate all changes that have occurred during renovation. Typing over writing over existing entries on existing schedules is not acceptable. A new schedule shall be provided. Entries must be in type written form.

PART 3 EXECUTION

3.01 PREPARATION

A. Degrease and clean surfaces to receive nameplates and labels.

3.02 INSTALLATION

A. Install nameplates and labels parallel to equipment lines.

B. Secure nameplates to equipment front using screws or rivets.

C. Secure nameplates to inside surface of door on panelboard that is recessed in finished locations.

D. Identify underground conduits using underground warning tape. Install one tape per trench at 3 inches (75 mm) below finished grade.

E. Identify all boxes for fire alarm circuits by painting cover plates red.

END OF SECTION

SECTION 26 2416

PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Lighting and appliance panelboards.

B. Overcurrent protective devices for panelboards.

1.02 REFERENCE STANDARDS

A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; Federal Specification; Revision D.

B. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

C. NECA 407 - Standard for Installing and Maintaining Panelboards; National Electrical Contractors Association.

D. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum).

E. NEMA PB 1 - Panelboards; National Electrical Manufacturers Association.

F. NEMA PB 1.1 - General Instructions for Proper Installation, Operation and Maintenance of Panelboards Rated 600 Volts or Less; National Electrical Manufacturers Association.

G. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.

H. NFPA 70 - National Electrical Code; National Fire Protection Association.

I. UL 50 - Enclosures for Electrical Equipment, Non-Environmental Considerations; Current Edition, Including All Revisions.

J. UL 50E - Enclosures for Electrical Equipment, Environmental Considerations; Current Edition, Including All Revisions.

K. UL 67 - Panelboards; Current Edition, Including All Revisions.

L. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.03 SUBMITTALS

A. Shop Drawings: Indicate outline and support point dimensions, voltage, main bus ampacity, overcurrent protective device arrangement and sizes, short circuit current ratings, conduit entry locations, conductor terminal information, and installed features and accessories.

B. Project Record Documents: Record actual installed locations of panelboards and actual installed circuiting arrangements.

C. Maintenance Data: Include information on replacement parts and recommended maintenance procedures and intervals.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

1.05 ADMINISTRATIVE REQUIREMENTS

A. Coordination:

1. Coordinate the work with other trades to avoid placement of ductwork, piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
3. Coordinate the work with other trades to provide walls suitable for installation of flush-mounted panelboards where indicated.
4. Verify with manufacturer that conductor terminations are suitable for use with the conductors to be installed.
5. Notify ENGINEER of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Receive, inspect, handle, and store panelboards in accordance with manufacturer's instructions and NECA 407.

B. Store in a clean, dry space. Maintain factory wrapping or provide an additional heavy canvas or heavy plastic cover to protect units from dirt, water, construction debris, and traffic.

C. Handle carefully in accordance with manufacturer's written instructions to avoid damage to panelboard internal components, enclosure, and finish.

1.07 MAINTENANCE MATERIALS

A. Furnish two of each panelboard key.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Schneider Electric; Square D Products: www.schneider-electric.us. BASE BID Square D, other approved manufacturers may only be bid as a voluntary alternate to the base bid and must be clarified in the bid as such.

B. General Electric Company: www.geindustrial.com

C. Siemens.

2.02 ALL PANELBOARDS

A. Provide products listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose indicated on the drawings.

B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:

1. Altitude: Less than 6,600 feet (2,000 m).
2. Ambient Temperature:
   a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).

C. Short Circuit Current Rating: Refer to plans.

D. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.

E. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.

F. Bussing: Sized in accordance with UL 67 temperature rise requirements.

1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.

2. Bussing may be Aluminum or Copper where indicated.

G. Conductor Terminations: Suitable for use with the conductors to be installed.

H. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.

1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:

a. NEMA 1 for interior locations.

2. Boxes: Galvanized steel unless otherwise indicated.

a. Provide wiring gutters sized to accommodate the conductors to be installed.

3. Fronts:

a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.

b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.

4. Lockable Doors: All locks keyed alike unless otherwise indicated.

I. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.03 LIGHTING AND APPLIANCE PANELBOARDS

A. Description: Panelboards complying with NEMA PB 1, lighting and appliance branch circuit type, circuit breaker type, and listed and labeled as complying with UL 67; ratings, configurations and features as indicated on the drawings.

B. Conductor Terminations:

1. Main and Neutral Lug Material: Aluminum or Copper, suitable for terminating aluminum or copper conductors.

2. Main and Neutral Lug Type: Mechanical.

C. Bussing:

1. Phase Bus Connections: Arranged for sequential phasing of overcurrent protective devices.

2. Phase and Neutral Bus Material: Aluminum or Copper.

a. Provide double neutral bus where scheduled.

3. Ground Bus Material: Aluminum or Copper.

a. Provide insulated ground bus where scheduled.

b. Also provide Isolated Ground (I.G.) bus where indicated in panel schedule on plans.

D. Circuit Breakers: Thermal magnetic bolt-on type unless otherwise indicated.

E. Enclosures:

1. Provide surface-mounted or flush-mounted enclosures as indicated.

2. Provide clear plastic circuit directory holder mounted on inside of door.

F. Manufacturers:

1. Square D NQ or NF type. BASE BID SQUARE D.
2. Equal by approved manufacturer may be bid as alternate.

G. Description: NEMA PB1, circuit breaker type, lighting and appliance branch circuit panelboard.

H. Minimum Integrated Short Circuit Rating: As indicated on drawings or minimum as listed below.

1. 208/240 Volt Panelboards: 14,000 amperes rms symmetrical.
2. 480/277 Volt Panelboards: 22,000 amperes rms symmetrical.

I. Molded Case Circuit Breakers: Thermal magnetic trip circuit breakers, bolt-on type, with common trip handle for all poles; UL listed.

1. Type SWD for lighting circuits.
2. Type HACR for air conditioning equipment circuits.
3. Class A ground fault interrupter circuit breakers where scheduled.
4. Do not use tandem circuit breakers.
5. Lock-on devices shall be provided for all branch circuits supplying exit lighting, un-switched night lighting, emergency lighting, security systems, clock and program systems, and/or fire alarm.

J. Enclosure: NEMA PB 1, Type 1. (Type 3R for exterior locations).

K. Cabinet Front: Flush or Surface (as noted on plans) cabinet front with concealed trim clamps, concealed hinge, metal directory frame, and flush lock all keyed alike. Finish in manufacturer's standard gray enamel.

2.04 OVERCURRENT PROTECTIVE DEVICES

A. Molded Case Circuit Breakers:

1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
2. Interrupting Capacity:
   a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating indicated, but not less than:
   b. Fully Rated Systems: Provide circuit breakers with interrupting capacity not less than the short circuit current rating indicated.
3. Conductor Terminations:
   a. Lug Material: Aluminum, suitable for terminating aluminum or copper conductors.
4. Thermal Magnetic Circuit Breakers: For each pole, furnish thermal inverse time tripping element for overload protection and magnetic instantaneous tripping element for short circuit protection.
5. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install products in accordance with manufacturer's instructions.

B. Install panelboards securely, in a neat and workmanlike manner in accordance with NECA 1 (general workmanship), NECA 407 (panelboards), and NEMA PB 1.1.

C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

D. Provide required supports in accordance with Section 26 0529.

E. Install flush-mounted panelboards so that trims fit completely flush to wall with no gaps and rough opening completely covered.

F. Mount panelboards such that the highest position of any operating handle for circuit breakers or switches does not exceed 79 inches (2000 mm) above the floor or working platform.

G. Provide grounding and bonding in accordance with Section 26 0526 and per 1-line diagram.

H. Install all field-installed branch devices, components, and accessories.

I. Install panelboards in accordance with NEMA PB 1.1 and NECA 1.

J. Install panelboards plumb. Install recessed panelboards flush with wall finishes.

K. Height: 6 feet (1800 mm) to top of panelboard; install panelboards taller than 6 feet (1800 mm) with bottom no more than 4 inches (100 mm) above floor.

L. Provide filler plates to cover unused spaces in panelboards.

M. Provide computer-generated circuit directory for each lighting and appliance panelboard, and each power distribution panelboard provided with a door, clearly and specifically indicating the loads served. Identify spares and spaces.

N. Provide identification nameplate for each panelboard in accordance with Section 26 0553.

O. Provide arc flash warning labels in accordance with NEC NFPA 70.

3.02 FIELD QUALITY CONTROL

A. Perform inspection, testing, and adjusting in accordance with Section 01 4000.

B. Molded Case Circuit Breakers: Perform inspections and tests listed in NETA STD ATS, Section 7.6.1.1 for all main circuit breakers and circuit breakers larger than 400 amperes. Tests listed as optional are not required.

C. Correct deficiencies and replace damaged or defective panelboards or associated components.

D. Visual and Mechanical Inspection: Inspect for physical damage, proper alignment, anchorage, and grounding. Check proper installation and tightness of connections for circuit breakers, fusible switches, and fuses.

3.03 ADJUSTING

A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

B. Adjust alignment of panelboard fronts.

END OF SECTION

SECTION 26 2717

EQUIPMENT WIRING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electrical connections to equipment.

1.02 REFERENCE STANDARDS

A. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.

B. NEMA WD 6 - Wiring Devices - Dimensional Requirements; National Electrical Manufacturers Association.

C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.03 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

1.04 COORDINATION

A. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.

B. Determine connection locations and requirements.

C. Sequence rough-in of electrical connections to coordinate with installation of equipment.

D. Sequence electrical connections to coordinate with start-up of equipment.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cords and Caps: NEMA WD 6; match receptacle configuration at outlet provided for equipment.

1. Colors: Conform to NEMA WD 1.

2. Cord Construction: NFPA 70, Type SO, multiconductor flexible cord with identified equipment grounding conductor, suitable for use in damp locations.

3. Size: Suitable for connected load of equipment, length of cord, and rating of branch circuit overcurrent protection.

B. Wiring Devices: As specified in Section 26 2726.

C. Flexible Conduit: As specified in Section 26 0534.

D. Wire and Cable: As specified in Section 26 0519.

E. Boxes: As specified in Section 26 0537.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

A. Make electrical connections in accordance with equipment manufacturer's instructions.

B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations. Maximum length shall be 6 feet. Minimum size shall be 3/4" diameter.

C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.

D. Provide receptacle outlet to accommodate connection with attachment plug.

E. Provide cord and cap where field-supplied attachment plug is required.

F. Install suitable strain-relief clamps and fittings for cord connections at outlet boxes and equipment connection boxes.

G. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.

H. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 26 2726

WIRING DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Wall switches.

B. Receptacles.

C. Wall plates.

1.02 REFERENCE STANDARDS

A. FS W-C-596 - Connector, Electrical, Power, General Specification for; Federal Specification; Revision G.

B. FS W-S-896 - Switches, Toggle (Toggle and Lock), Flush-mounted (General Specification); Federal Specification; Revision F.

C. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

D. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.

E. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association.

F. NFPA 70 - National Electrical Code; National Fire Protection Association.

G. UL 20 - General-Use Snap Switches; Current Edition, Including All Revisions.

H. UL 498 - Attachment Plugs and Receptacles; Current Edition, Including All Revisions.

I. UL 514D - Cover Plates for Flush-Mounted Wiring Devices; Current Edition, Including All Revisions.

J. UL 1472 - Solid-State Dimming Controls; Current Edition, Including All Revisions.

1.03 SUBMITTALS

A. Product Data: Provide manufacturer's catalog information showing dimensions, colors, and configurations.

B. Manufacturer's Installation Instructions for Closeout O&M Manual: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Cooper Wiring Devices: www.cooperwiringdevices.com.

B. Leviton Manufacturing, Inc.: www.leviton.com.

C. Hubbell.

D. Bryant.

2.02 ALL WIRING DEVICES

A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.03 WALL SWITCHES

A. All Wall Switches: AC only, quiet operating, general-use snap switches with silver alloy contacts, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 20 and where applicable, FS W-S-896; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring and screw actuated binding clamp for back wiring with separate ground terminal screw.

B. Wall Switches: NEMA WD 1, General Duty, Spec. Grade, AC only general-use snap switch. Switches shall be binding screw type, side and back wired type.

1. Body and Handle: Ivory plastic with toggle handle. Coordinate color selection with Architect prior to ordering.

2. Ratings: Match branch circuit and load characteristics.

C. Single Pole Single Throw Wall Switches

1. Products:

a. Hubbell 1221.

b. Arrow Hart 1991.

c. Leviton 1221.

D. Three Way Wall Switches

1. Products:

a. Hubbell 1223.

b. Arrow Hart 1993.

c. Leviton 1223.

2.04 RECEPTACLES

A. All Receptacles: Self-grounding, complying with NEMA WD 1 and NEMA WD 6, and listed as complying with UL 498, and where applicable, FS W-C-596; types as indicated on the drawings.

1. Wiring Provisions: Terminal screws for side wiring or screw actuated binding clamp for back wiring with separate ground terminal screw.

2. NEMA configurations specified are according to NEMA WD 6.

3. Coordinate all receptacle device body color with Architect/Owner prior to order.

B. General Use Convenience Receptacles: NEMA WD 1, General duty, grounded type

1. Configuration: NEMA WD 6, type as specified and indicated.

C. 20 Amp Duplex Convenience Receptacles.

1. Hubbell 5362.

2. Arrow Hart 5362.

3. Leviton 5362.
4. Device Body: Ivory; Coordinate color selection with Architect prior to ordering.

D. 20 Amp GFCI Receptacles: Convenience receptacle with integral ground fault circuit interrupter to meet regulatory requirements.

1. Hubbell.
2. Arrow Hart.
3. Leviton.
4. Device Body: Ivory. Coordinate color selection with Architect prior to ordering. All devices on emergency circuits shall be red in color.
5. GFCI receptacles shall meet UL 2003 standards.

E. 20 Amp Isolated Ground Receptacles.

1. Hubbell IG 5362.
2. Arrow Hart IG 5362.
3. Leviton 5362-IG.
4. Device Body: Orange.

F. Theatrical Stage Lighting Use Receptacles, where serving stage lights: Industrial grade; UL Listing for Theatrical/Entertainment use; Suitable for overhead mounting locations; Mechanically secured to support piping using fittings/clamps; Installed to maintain proper strain relief for stage lights.

2.05 WALL PLATES

A. All Wall Plates: Comply with UL 514D.

1. Configuration: One-piece cover as required for quantity and types of corresponding wiring devices.
2. Screws: Metal with slotted heads finished to match wall plate finish.

B. Interior wall plates:

1. Stainless Steel Cover Plates:
   a. Hubbell "S" series.
   b. Leviton 8400 series.
   c. Arrow Hart "S" series.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that field measurements are as shown on the drawings.

B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate devices and conductors in accordance with NFPA 70.

C. Verify that wall openings are neatly cut and will be completely covered by wall plates.

D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to wiring devices.

E. Verify that conditions are satisfactory with S.L.C. and Owner’s Stage Lighting Consultant for installation prior to starting work.

3.02 PREPARATION

A. Provide extension rings to bring outlet boxes flush with finished surface.

B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

A. Perform work in a neat and workmanlike manner in accordance with NECA 1 and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.

B. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of wiring devices provided under this section.

C. Install wiring devices in accordance with manufacturer's instructions.

D. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.

E. Where required, connect wiring devices using pigtails not less than 6 inches (150 mm) long. Do not connect more than one conductor to wiring device terminals.

F. Connect wiring devices by wrapping conductor clockwise 3/4 turn around screw terminal and tightening to proper torque specified by the manufacturer. Where present, do not use push-in pressure terminals that do not rely on screw-actuated binding.

G. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

H. Install wiring devices plumb and level with mounting yoke held rigidly in place.

I. Install vertically mounted receptacles with grounding pole on top and horizontally mounted receptacles with grounding pole on left.

J. Install blank wall plates on junction boxes and on outlet boxes with no wiring devices installed or designated for future use.

K. Connect wiring device grounding terminal to branch circuit equipment grounding conductor.

L. Install galvanized steel plates on outlet boxes and junction boxes in unfinished areas, above accessible ceilings, and on surface mounted outlets.

3.04 INTERFACE WITH OTHER PRODUCTS

A. Coordinate locations of outlet boxes provided under Section 26 0537 to obtain mounting heights indicated on drawings.

B. Install wall switches, lighting control switches, at 50 inches to center of box above finished floor. For CMU walls - 48" to top of box above finished floor.

C. Install convenience receptacles 18 inches (450 mm) above finished floor to center of box (if not otherwise specified).

D. Install convenience and special purpose receptacle outlets in CLASS 1 locations at 24" above the floor to bottom of box.

E. Install convenience receptacles in CMU walls at 16 inches above floor to bottom of box.

F. Unless noted otherwise, install GFI receptacles in toilet rooms, janitor closets, and storage rooms 48 inches to top of the box above floor.

G. Install countertop mounted convenience receptacles 6 inches (150 mm) above counter. Or as required to accommodate the counter construction - refer to Architectural elevations.

H. Install telecom, lighting control outlets, etc. 18 inches (450 mm) to center of box above finished floor. For CMU walls - 16" to bottom of box above finished floor.

I. Coordinate all finishes and colors of wiring devices with Architect prior to ordering.

J. Coordinate mounting height/locations with S.L.C. and Owner’s Stage Lighting Consultant prior to rough-in.

3.05 FIELD QUALITY CONTROL

A. Inspect each wiring device for damage and defects.

B. Operate each wall switch, wall dimmer, etc. with circuit energized to verify proper operation.

C. Test each receptacle to verify operation and proper polarity.

D. Test each GFCI receptacle for proper tripping operation according to manufacturer's instructions.

E. Correct wiring deficiencies and replace damaged or defective wiring devices.

3.06 ADJUSTING

A. Adjust devices and wall plates to be flush and level.

3.07 CLEANING

A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

END OF SECTION

SECTION 26 2813

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fuses.

1.02 REFERENCE STANDARDS

A. NEMA FU 1 - Low Voltage Cartridge Fuses; National Electrical Manufacturers Association.

B. NFPA 70 - National Electrical Code; National Fire Protection Association.

C. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.

1.03 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70.

B. Products: Listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Cooper Bussmann, Inc.: www.cooperbussmann.com.

B. GE Industrial: www.geindustrial.com.

C. Mersen (formerly Ferraz Shawmut): ferrazshawmut.mersen.com.

D. Littelfuse, Inc.: www.littelfuse.com.

2.02 FUSES

A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose indicated.

B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.

C. Provide fuses of the same type, rating, and manufacturer within the same switch.

D. Comply with UL 248-1.

E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.

F. Voltage Rating: Suitable for circuit voltage.

G. Power Load Feeder Switches: Class RK1 (time delay).

H. Motor Load Feeder Switches: Class RK1 (time delay).

I. General Purpose Branch Circuits: Class RK1 (time delay).

J. Motor Branch Circuits: Class L time delay.

PART 3 EXECUTION

3.01 INSTALLATION

A. Do not install fuses until circuits are ready to be energized.

B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

SECTION 26 5100

INTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Interior luminaires.

1. Also refer to spec. section 265561 – Theatrical Stage Lighting and Controls for coordination of power/controls required by the E.C. and needed for the Stage Lighting fixtures (which are to be provided/installed by the S.L.C.)

1.02 REFERENCE STANDARDS

A. NECA 1 - Standard for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.

B. NECA/IESNA 500 - Standard for Installing Indoor Commercial Lighting Systems; National Electrical Contractors Association.

C. NECA/IESNA 502 - Standard for Installing Industrial Lighting Systems; National Electrical Contractors Association.

D. NFPA 70 - National Electrical Code; National Fire Protection Association.

E. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association.

F. UL 1598 - Luminaires; Current Edition, Including All Revisions.

1.03 SUBMITTALS

A. Shop Drawings: Indicate dimensions and components for each fixture that is not a standard product of the manufacturer.

B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, installed accessories, and ceiling compatibility; include model number nomenclature clearly marked with all proposed features.

C. Manufacturer's Installation Instructions for Closeout O&M manual: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

D. Operation and Maintenance Data: Instructions for each product including information on replacement parts.

1.04 QUALITY ASSURANCE

A. Conform to requirements of NFPA 70 and NFPA 101.

B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum 10 years documented experience.

1.06 SUBSTITUTION ITEMS REQUIRING PRIOR APPROVAL

A. All items that the CONTRACTOR proposes to use in the work, that are not specifically named in the contract documents, must be submitted for review/approval. Such items must be submitted in duplicate to the ARCHITECT and/or ENGINEER for approval a minimum of ten (10) days prior to bid opening. Requests for prior approval must be accompanied by complete catalog information,

including but not limited to, model, size, accessories, complete electrical information and performance data in the form given in the equipment schedule on the drawings at stated design conditions. Where items are referred to by symbolic designations on the drawings, all requests for prior approval shall bear the same designations.

B. Lighting Substitutions:

1. Furnish lighting fixtures as scheduled on drawings.
2. Lighting fixture substitutions may be considerred for approval by the ARCHITECT/ENGINEER only if all of the following criteria are met:
   a. Provide specification cut sheets marked-up to clearly identify the proposed luminaire including features, options, accessories, etc. required to match products indicated in the schedules.
   b. Provide detailed point-by-point lighting calculations for all areas proposed luminaire will be installed.
   c. Submit all cut sheets, calculations, etc. to the ARCHITECT/ENGINEER no less than 10 days prior to bid date. Substitutions submitted after this date will not be considerred.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. As noted in lighting schedule on the drawings.

2.02 LUMINAIRES

A. Provide products that are listed and labeled as complying with UL 1598, where applicable.

B. Provide products that comply with requirements of NFPA 70 and NFPA 101.

C. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

D. Unless otherwise indicated, provide complete luminaires including LED light source, lamp(s) and all reflectors, lenses, housings and other components required to position, energize and protect the lamp and distribute the light.

E. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, trims, accessories, etc. as necessary for a complete operating system.

F. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.

2.03 LUMINAIRES

A. Furnish products as indicated in Schedule included on the Drawings.

2.05 LAMPS

A. All LED light sources:

1. Unless explicitly excluded, provide new, compatible, operable lamps in each luminaire.
2. Verify compatibility of specified lamps with luminaires to be installed. Where lamps are not specified, provide lamps per luminaire manufacturer's recommendations.
3. Minimum Efficiency: Provide lamps complying with all current applicable federal and state lamp efficiency standards.
4. Color Temperature Consistency: Unless otherwise indicated, for each type of lamp furnish products which are consistent in perceived color temperature. Replace lamps that are

determined by the ENGINEER to be inconsistent in perceived color temperature.

B. LED Types: As specified for each light fixture.

PART 3 EXECUTION

3.01 INSTALLATION

A. Coordinate locations of outlet boxes provided under Section 26 0537 as required for installation of luminaires provided under this section.

B. Install products according to manufacturer's instructions.

C. Install luminaires securely, in a neat and workmanlike manner, as specified in NECA 502 (industrial lighting).

D. Install luminaires plumb and square and aligned with building lines and with adjacent luminaires.

E. Install suspended lights using pendants supported from swivel hangers (except where noted to use chain hangers). Provide pendant length required to suspend luminaire at indicated height.

F. Support luminaires independent of ceiling framing.

G. Install surface mounted luminaires plumb and adjust to align with building lines and with each other. Secure to prevent movement.

H. Exposed Grid Ceilings: Support surface mounted luminaires directly from building structure.

I. Install accessories furnished with each luminaire.

J. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within fixture; use flexible conduit.

K. Connect luminaires to branch circuit outlets provided under Section 26 0537 w/ flexible conduit.

L. Make wiring connections to branch circuit using building wire with insulation suitable for temperature conditions within luminaire.

M. Bond products and metal accessories to branch circuit equipment grounding conductor.

N. All night lights, emergency lights, and exit signs shall be circuited from the unswitched hot leg of the general lighting circuit for the area served by the night/emergency/exit lights.

3.02 FIELD QUALITY CONTROL

A. Inspect each product for damage and defects.

B. Operate each luminaire after installation and connection to verify proper operation.

3.03 ADJUSTING

A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Owner’s Stage Lighting Consultant. Secure locking fittings in place.

3.04 CLEANING

A. Clean surfaces according to NECA 502 (industrial lighting), & manufacturer's instructions to remove dirt, fingerprints, or other foreign material & restore finishes to match orig. factory finish.

B. Clean electrical parts to remove conductive and deleterious materials. Clean photometric control surfaces as recommended by manufacturer.

3.05 SCHEDULE - See Drawings

END OF SECTION

SECTION 26 55 61d

THEATRICAL STAGE LIGHTING & CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. Section includes Stage Lighting equipment and controls.

B. Related Sections:
1. -

1.2 DESCRIPTION

A. These specifications and the associated drawings describe the Stage Lighting system improvements to be furnished and installed within the Alan L. Gornick Auditorium at Gaylord High School, Gaylord, Michigan by the Stage Lighting Contractor (S.L.C.).
1. Note that in addition to the requirements within this specification section 265561 – Theatrical Stage Lighting and Controls, the S.L.C shall perform all their work in accordance with all other Division 260000 – Electrical specifications with regard to workmanship, code requirements, wiring/cabling, etc.

B. System design philosophy is based on a straightforward, flexible system using professional, high quality, "off-the-shelf" live entertainment industry equipment.

C. Except where specifically noted otherwise, the S.L.C.'s Stage Lighting system installation work scope does not include the following items which are to be performed by the Division 260000 – Electrical Contractor (E.C.):
1. Conduit, outlet boxes, junction boxes, pull boxes, terminal cabinets.
2. Any 120-volt AC power circuits, 208-volt AC power circuits, or CAT6 ethernet ports.

D. S.L.C. shall furnish all equipment, material, cable, and supplies required to effectively complete the installation of the new Stage Lighting system improvements, whether or not such equipment is described in this specification.

E. Provide the following data in quantities required by Division 1: Installation wiring diagrams, as-built drawings, complete instruction manuals, schematic drawings, service instructions and manuals, test documentation and set up files for the stage lighting console, fixtures, and control system.

F. The Stage Lighting system shall be guaranteed for a period of one year from the date of acceptance against defective materials, design, workmanship, and improper adjustment. The Stage Lighting Contractor will honor any manufacturer's warranties that exceed one year. Any defective material shall be replaced at no expense to the owner, provided it does not show abuse.

G. All equipment, except portable equipment such as lighting fixtures, cables, etc., shall be held firmly in place. Fastenings and supports shall be rated and adequate to support their loads with a safety factor of at least three. All switches, controls, connectors, outlets, etc., shall be clearly, logically, and permanently marked during installation.

H. The Stage Lighting Contractor shall provide a minimum of two (2) two-hour training sessions for up to five representatives chosen by the owner. The Stage Lighting contractor's bid shall include the cost to be charged to the owner for additional training sessions. In addition, the Stage Lighting contractor shall attend two of the initial uses of the system, as selected by the owner. The owner shall give reasonable notice in advance of these initial uses.

1.3 MATERIALS AND WORKMANSHIP

A. All equipment shall be new and in proper operating condition. All workmanship shall be of the finest quality by experienced installation technicians.

B. The Stage Lighting Contractor shall contact the architect and the lighting designer, in writing, regarding the selection of colors for all equipment such as plates, laminate, and other items specific to the project. Include this communication as part of the submittals.

C. The Stage Lighting Contractor shall maintain at the job site a complete set of manufacturer's original operation, instruction, installation, and service manuals for each equipment item for reference.

D. Care shall be taken in wiring so as to avoid damage to the cables and to equipment. All joints and connectors shall be made with rosin core solder or with mechanical connectors approved by the equipment manufacturer. All wiring shall be executed in accordance with standard entertainment practices.

E. All stage lighting fixtures, cables, rigging hardware, accessories, junction boxes, jacks, etc., shall be mounted so as to fit as inconspicuously as possible into the decor of the space.

F. Shop drawings of all lighting fixtures or assemblies shall be provided to the architect for review and approval prior to their installation.

G. The Stage Lighting Contractor shall take such precautions as are necessary to guard against electromagnetic and electrostatic hum, to supply adequate ventilation, and to install the equipment so as to provide maximum safety to the operator.

H. Any existing equipment including consoles, lighting fixtures, accessories, and other loose equipment shall remain the property of the owner.

1.4 ORDINANCE AND CODES

A. The Stage Lighting Contractor (S.L.C.) shall comply with all applicable national and local codes, ordinances, and obtain all required permits. The Stage Lighting contractor shall be held responsible for any violations of the law within the scope of his work.

1.5 CONTRACTOR QUALIFICATIONS

A. Work in this section shall be performed by a Stage Lighting Contractor (S.L.C.) who complies with the requirements of Division 1, has at least five (5) years of verifiable direct experience with the devices, equipment and systems of the type and scope specified herein, who has a fully staffed and equipped maintenance and repair facility, and who is licensed to perform work of this type in the project jurisdiction.

B. The Stage Lighting Contractor shall use sufficient number of skilled workers who are thoroughly trained and experienced in the necessary theatrical lighting and live entertainment crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in this section. These personnel shall have at least three (3) years direct experience in similar work, evidence of which shall be verified in writing with appropriate references.

C. The Stage Lighting Contractor shall appoint a designated supervisor who shall have at least five (5) years direct experience in theatrical lighting work. The supervisor shall be present and in responsible charge of all work in the fabrication shop and on the project site during all phases of the installation and testing of the system(s). This supervisor shall be the same individual throughout the execution of the work unless illness, loss of personnel, or other reasonable circumstances intervene.

D. The Stage Lighting Contractor shall have a full-time staff member that possesses the following up to date qualifications;
   1. MA Lighting: grandMA3 Advanced Programmer Certification
   2. Aerial Work Platform Certification

1.6 DEFINITIONS

A. Stage Lighting Contractor (S.L.C.) - Individual or company who contracts for the supply and installation of the Stage Lighting system specified herein.

1.7 SUBSTITUTIONS

A. The project shall be bid based on the equipment listed in these specifications and on the drawings.

B. Information regarding substitution of equipment shall be presented in writing to the architect and lighting designer for review. This written request shall contain copies of complete manufacturer's literature regarding the proposed substitute item(s), specifications, and front/rear views.

C. Submission of substitute products may be required for evaluation by the lighting designer, at their discretion, prior to acceptance. The Stage Lighting Contractor shall be responsible for the substituted equipment and all related shipping costs and will be required to replace it with the same if an unforeseen defect appears.

1.8 SUBMITTALS

A. Submit complete lists, quantity as outlined in the Project Manual, including one copy to be retained by the lighting designer, of all equipment and materials intended for the project. Equipment lists shall be in the same order as in the specifications. The material and equipment lists shall be submitted and reviewed before any material or equipment is purchased. All shop drawings required shall be included as a separate submittal.

B. Submittals shall comply with the overall project schedule. Failure to make timely, complete submittals is considered to be a lack of substantial progress of the work in the section. Incomplete or uncoordinated submittals will be returned with no review action.

C. The equipment lists shall be accompanied by manufacturer's specification sheets on all MAJOR pieces of equipment, including lighting control consoles, lighting fixtures, DMX gateway devices, and other MAJOR components of the stage lighting system. Unless directed otherwise in the front-end portion of the contract documents, cut sheets for minor items such as adapters and connectors shall not be included. Complete cut sheets shall be required for all substitutes or other equipment not specified herein.

D. Each submittal notebook shall be bound as one complete package. Three-ring binders will not be accepted.

E. Submit the following prior to installation:
   1. All panels, wall plates, and rack layouts indicating locations of connectors, labeling, nomenclature, panel material, and finish.
   2. Shop drawings as indicated on the Stage Lighting system drawings.
   3. Schematics of all technical panels and control wiring.
   4. Copies of the communication with the regarding color selection in paragraph 1.3.B.

F. Shop drawings of all stage lighting systems or assemblies shall be provided for review and approval prior to their installation. Mounting systems for all stage lighting fixtures must utilize existing rigging positions.

G. Notebooks that include copies of all reviewed submittals shall be kept at the project site during the construction of the project.

1.9 PROTECTION OF WORK

A. The Stage Lighting Contractor shall protect all work, materials and equipment due to damage from any cause. They shall provide for the safety and new condition of the equipment and materials until final acceptance by the owner. The Stage Lighting Contractor will replace all defective materials and/or equipment as directed by the architect or lighting designer.

B. Equipment racks, console, lighting fixtures, and other exposed equipment shall be kept covered and protected from airborne contaminants. The Stage Lighting Contractor shall clean all debris from the equipment rooms and shall clean all equipment prior to final system tests and adjustments.

1.10 TEMPORARY STAGE LIGHTING SYSTEMS

A. The Stage Lighting Contractor shall provide and operate a temporary stage lighting system of reasonably equivalent function as determined by the lighting designer if the work in this section, as a failure of the Stage Lighting Contractor, is incomplete or found not in conformance with the contract documents. Any temporary stage lighting system shall remain in use until acceptance of the permanent system.

PART 2 PRODUCTS

2.1 GENERAL

A. Unless otherwise designated, the Stage Lighting contractor shall provide all of one type of equipment from one manufacturer; for example, lighting fixtures of one type to be provided by one manufacturer; control consoles of one type by one manufacturer.

B. All major components of stage lighting system equipment shall be provided and installed by a qualified Stage Lighting contractor as outlined in Part 1 of this section.

C. All equipment shall be of professional quality. All Stage Lighting devices shall have electronic or transformer balanced inputs and outputs except for specific program source equipment and specific mixing console inputs and/or outputs. If an electronic device specified or furnished has an unbalanced input and/or output, the Stage Lighting Contractor shall make provisions to balance said input/output (i.e., outboard line level transformer) unless other arrangements have been agreed upon with the lighting designer.

D. All equipment shall be installed, rack mounted and wired as shown and described on the drawings and in this specification.

E. Refer to block diagram for detailed wiring guide.

F. Refer to conduit drawing for detailed locations and wire paths.

2.2 STAGE LIGHTING CONSOLE

A. Provide one (1) grandMA3 onPC Command Wing Lighting Console: P/N MA4010511
   1. Console to be located in control booth on counter.
   2. Console to include manufacturer’s dust cover, quick start guidebook, and power cable.
   3. All connections to lighting console shall have adequate slack in cable to allow for movement of console location +/- 3 feet.

B. Provide two (2) Dell 24” touch screen displays: Model # P2424HT
   1. Displays to be located in control booth on counter.
   2. Certification: Microsoft WIN8 compliant
   3. Connectivity: USB-C
   4. Video Connection: HDMI
   5. Displays to have a minimum resolution of 1920x1080

2.3 LED MOVING LIGHT FIXTURES

A. Provide six (6) Martin MAC Aura XB™ LED Wash fixtures: P/N 90232100HU
   1. Fixtures, cables, and accessories to be black in color.
   2. Fixtures to include 5 ft, 12-gauge SJOOW power cables: P/N 91610173
   3. Fixtures to include half-coupler clamp hanging hardware: P/N 91602005
   4. Fixtures to include 30” steel safety cable with 60KG max load capacity: P/N 91604006

B. Provide six (6) Doughty, modular 250mm extension drop-down arms: P/N T45776
   1. Hardware to be black in color.
   2. Hardware to include Doughty Low Profile Clamps with Half Connector: P/N T45811
   3. Hardware to include Doughty Modular Stirrups: P/N T47771
   4. Hardware to include all pins and couplers

C. Provide all moving light fixture DMX control and A/C power cables. The cables shall consist of the following types:
   1. Cables to be back in color.
   2. Cables to be of high quality designed for entertainment industry applications.
   3. DMX control cable: 22AWG twisted dual data pair, tinned copper with durable, flame and UV resistant PVC jacket.
   4. A/C Power Input cable: 12AWG SJOOW with Hubbell L6-20 208V male and Neutrik TRUE1 NAC3F female connectors
   5. A/C Power Linking cable: 12AWG SJOOW with Neutrik TRUE1 NAC3M male and TRUE1 NAC3F female connectors

2.4 LED STAGE LIGHT FIXTURES

A. Provide seventeen (17) Chauvet - Ovation Rêve E-3 LED lighting fixtures, black in color with lens tubes consisting of the following sizes:
   1. Six (6) – 26° Lens tubes
   2. Five (5) – 15-30° Narrow Zoom Lens tubes
   3. Four (4) – 19° Lens tubes
   4. Two (2) – 36° Lens tubes
   5. Fixtures to include Seetronic Powerkon 5’ AC power cable, metal gobo holder, and soft-focus filter.
   6. Fixtures to include load rated mega clamp hardware: P/N MAB
   7. Fixtures to include 30” steel safety cable with 60KG max load capacity: P/N 91604006

B. Provide seven (7) Chauvet - Ovation E-2 FC Variable Zoom LED lighting fixtures, black in color
   1. Fixtures to include Seetronic Powerkon 5’ AC power cable, metal gobo holder, and soft-focus filter.
   2. Fixtures to include load rated mega clamp hardware: P/N MAB
   3. Fixtures to include 30” steel safety cable with 60KG max load capacity: P/N 91604006

C. Provide twenty-four (24) Chauvet - Ovation P-56FC LED lighting fixtures, black in color
   1. Fixtures to include Seetronic Powerkon 5’ AC power cable, 7.5” Gel frame, and manufacturer’s lens kit.
   2. Fixtures to include load rated mega clamp hardware: P/N MAB
   3. Fixtures to include 30” steel safety cable with 60KG max load capacity: P/N 91604006

D. Provide all LED stage light fixture DMX control and AC power cables. The cables shall consist of the following types:
   1. Cables to be back in color.
   2. Cables to be of high quality designed for entertainment industry applications.
   3. DMX control cable: 22AWG twisted dual data pair, tinned copper with durable, flame and UV resistant PVC jacket.
   4. A/C Power Input cable: 12AWG SJOOW with Hubbell L6-20 208V male and Neutrik TRUE1 NAC3F female connectors
   5. A/C Power Linking cable: 12AWG SJOOW with Neutrik TRUE1 NAC3M male and TRUE1 NAC3F female connectors

PART 3 EXECUTION

3.1 PREPARATION

A. The Stage Lighting Contractor (S.L.C.) shall coordinate with the project's Bid Category #16 Division 260000 Electrical Contractor (E.C.), architect and lighting designer for required location of fixtures, DMX devices, junction boxes, outlets, and conduit.

B. Carefully inspect areas where system equipment will be installed. Notify the architect of conditions that would adversely affect the installation and/or operation of the system. Do not proceed with installation until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. All cables utilized in the stage lighting installation shall be of appropriate length as such to allow +/- 3' of fixture movement without straining any physical connections.

B. All DMX control connection cables shall be 22AWG four-wire, twisted pair cables with a separate grounding shield conductor terminated at both ends with a Neutrik 5-Pin DMX, XLR type cable connector.

C. All fixture AC power input connection cables shall be 12AWG SJOOW type cable terminated with a Hubbell L6-20 male twist-lock connector at the service end, and Neutrik Powercon TRUE1 female connector at the fixture end.

D. All fixture AC power linking connection cables shall be 12AWG SJOOW type cable terminated at both ends with Neutrik Powercon TRUE1 connectors.

E. Any CAT6 connections shall be terminated with RJ-45 connectors following the T568B standard. Pass-through connectors are not acceptable.

F. All fixtures shall be configured with an DMX address, DMX mode, and other control settings as determined by the lighting designer.

G. The Stage Lighting Contractor (S.L.C.) shall partner with the House Lighting Electrical Contractor (E.C.) to integrate house light control capabilities with the stage lighting control console.

H. The Stage Lighting Contractor (S.L.C.) shall partner with the lighting designer to execute and document the focus of the stage lighting fixtures.

3.3 GROUNDING

A. Follow all applicable codes and industry standard ground schemes.

3.4 208V/1-Phase CIRCUIT ROUTING

A. All fixture circuit groupings shall be separated according to fixture type.

B. The number of fixtures connected to AC through pass-thru power linking cables shall not exceed the manufacturer's max load specifications.

C. No more than seven (7) Chauvet - Ovation Rêve E-3 LED lighting fixtures may be connected to a single circuit.

D. No more than ten (10) Chauvet – Ovation E-2 FC LED lighting fixtures may be connected to a single circuit.

E. No more than fifteen (15) Chauvet – Ovation P-56FC LED lighting fixtures may be connected to a single circuit.

3.5 WIRE SPLICING

A. Circuits shall not be spliced except as shown on approved shop drawings.

B. All solder connections shall be made with soldering iron and rosin core solder. The Stage Lighting contractor shall check all solder connections for "cold" solder joints.

C. All stage lighting cables terminating to screw-type connectors shall be installed with lugs of the proper size for wire and screw connection.

3.6 LABELING AND PLACARDS

A. All labeling of equipment shall be engraved plastic laminate plates or metal-photo plates. Electronic "P-Touch" labeling is also acceptable.

B. Embossed tape labeling shall not be acceptable.

C. All equipment in equipment racks shall be labeled front and rear for ease of identification.

3.7 PAINTING

A. Furnish all equipment with factory finish where possible, color as selected by the owner. The Stage Lighting Contractor shall retain responsibility for notifying the architect regarding color schemes of relevant system equipment prior to ordering equipment from each manufacturer.

B. All equipment furnished without a factory finish shall be painted by the Stage Lighting Contractor. This includes all exposed hardware or other items not specifically noted on the drawings. All colors will be selected or approved by the owner.

C. All wire as well as any wire hangers or fasteners located on any part of the stage lighting rigging system or ceiling of the auditorium must be black in color

3.8 CONTRACTOR'S PRELIMINARY TESTING AND ADJUSTMENT

A. At the completion of the installation, the Stage Lighting Contractor shall perform the following tests on the system to insure proper installation. The systems shall be fully operational with all equipment on site, installed, and tested. The Stage Lighting contractor shall record the results of all tests, provide this information to the lighting designer prior to the time of commissioning, and provide written notice to the lighting designer that the systems are ready. Preliminary tests shall include the following:

B. Perform functional tests of all Stage Lighting system equipment. The functional tests shall include operational tests of all stage lights, moving lights, control components, and all system electronics. Functional tests include examination for light flicker, smooth dimming, even color output, or any defects through the system.

C. Verify that all stage lighting fixtures, moving lights, control console, data cables, and power cables are wired properly.

D. Check for unwanted hum, noise, and RF interference in audio and video systems.

E. Ensure that all portable (not installed) equipment is on the job site and fully operational. This would include items such as fixtures, accessories, cables, adapters, and other loose equipment. Remove all devices from shipping or packaging containers, ready for use, and place in the respective stage lighting equipment storage location.

F. Any defect or malfunctions found shall be repaired or replaced prior to the commencement of commissioning activities by the lighting designer.

G. The Stage Lighting Contractor is encouraged to contact the lighting designer should problems or concerns arise during the preliminary testing activities.

H. The Stage Lighting Contractor shall record all wire numbers, connection numbers, and any changes to the systems accurately mapping the system installation. This information shall be transmitted to the lighting designer for inclusion with the system record drawings as discussed later in the specifications.

I. Should the lighting designer be required to make a return trip to the job site to retest or re-examine the installation due to the failure of the Stage Lighting Contractor to perform the above preliminary tests, the owner will compensate the lighting designer for all additional services and deduct this amount from the next payment to the Stage Lighting Contractor.

3.9 COMMISSION & PROGRAMMING

A. After completion of the system installation, and after the Stage Lighting Contractor's tests and adjustments are completed, the Stage Lighting Contractor in conjunction with the lighting designer shall perform the final lighting focus, fixture addressing, and system commissioning. This process will consist of complete system check-out and tailoring of the lighting system's performance to the facility's stage environment.

B. The Stage Lighting Contractor shall provide the services of the designated supervisor and any other technicians, quantity as determined by the lighting designer, who are familiar with the system, for approximately three eight-hour days. The supervisor shall provide assistance during system commissioning and programming activities. This time period does not include time for the contractor to correct fixture errors or problems related to the installation of the system. This work could occur at any time day, night, or weekends without additional claims for expense.

C. In addition the Stage Lighting Contractor shall provide the following: hand and power tools appropriate for the type of installation, ladders and/or scaffolding as required to reach all fixtures or other high-mounted devices, spare data and power cable of the types used in the installation, selection of connectors, hardware, and fasteners used in the installation, complete set of the most recent reviewed shop drawings, complete set of all manufacturers original operation, installation, operation, and maintenance manuals, and specific test equipment used during the preliminary testing activities.

3.10 OPERATING INSTRUCTIONS MANUAL

A. Prior to final acceptance of the project and prior to instructing the owner in proper operation of the system, the Stage Lighting Contractor shall compile a minimum of three (or quantity as described under the General Conditions, plus one copy) complete, identical copies (sets) of the items listed below.
   1. All approved shop drawings.
   2. Original copies of manufacturer's sales sheets on ALL supplied equipment.
   3. Original copies of manufacturer and engineering data sheets on ALL supplied equipment.
   4. Original copies of ALL literature supplied with each item of equipment. Including operating instructions, maintenance manuals, and software
   5. All additional "as installed" drawings of the system
   6. Console show files of lighting console, and DMX gateway configuration files on USB thumb drive.

B. Each copy shall be assembled into a pair of three-ring binder notebooks with suitable capacity to contain all sheets. One binder shall be for literature, the other for copies of the record drawings (see paragraph D). Each binder shall be clearly labeled to reflect the contents (i.e., "Literature" and "Drawings"). Each binder shall have clear plastic overlays on the front and spine for insertion of the description of the binder contents. Each binder shall also contain pockets on the inside flaps to accept oddly shaped materials.

C. Each binder shall include a Table of Contents listing "Operating Instructions," "Equipment List," "Fixtures and Accessories," "Consoles," "DMX Gateways," "Other Electronics," and any other appropriate general equipment, or systems. The "Equipment List" section shall include a complete list of all equipment furnished for the project. Index tabs shall identify the sections. Sections shall be grouped to avoid being excessively large (i.e., no more than approximately 3/16" thick = 30 pages).

D. One empty plastic pouch, suitable for insertion into the three-ring binder, shall be provided in each "Drawings" binder for <u>each</u> Stage Lighting system contract drawing (verify the number required). Approximately 3/4" should be allowed within the binder for the contract drawings. The pouches shall be C-line No. 62028, or Samsill No. 42295, or K&M SP119. All additional drawings furnished by the Stage Lighting contractor shall be neatly folded with the drawing title facing outward and inserted into additional pouches.

E. One empty plastic pouch, suitable for insertion into the three-ring binder shall be provided in each "Drawings" binder to hold the USB containing the latest operating software, firmware, and specific files containing the settings of the console and stage lighting fixtures.

F. The manuals shall be submitted for review not less than thirty (30) days prior to turning the installation over to the owner. Manuals not meeting the requirements of these specifications shall be rejected, without review, and shall be re-submitted.

G. The Stage Lighting Contractor will prepare simplified Operating Instructions into the "Literature" binder and record-condition drawings into the empty pouches of the "Drawings" binder.

H. One copy of these notebooks shall be retained by the lighting designer. The remaining copies of the notebooks will be forwarded to the owner via the architect.

I. The Stage Lighting Contractor shall provide operational assistance for the first major use of the completed system as directed by the owner, including being present for the first use.

3.11 WARRANTY

A. The Stage Lighting Contractor shall warrant all work executed under this contract, both as to material and workmanship, for a period of twelve months after the date of final acceptance.

B. The warranty services are limited to normal business hours, unless additional agreements are made between the owner and the Stage Lighting contractor.

C. The Stage Lighting Contractor shall visit the job just prior to the end of the warranty period to check all equipment for proper system operation. Any defective equipment found shall be replaced or repaired under the terms of the system warranty.

D. The Stage Lighting Contractor shall not be responsible for damage to the system resulting from improper use, negligence, or acts of nature.