LJSD Board of Trustees Financial Follow-up - May 21, 2025

Updates:

• I have included the FY26 Budget Process Update agenda item for the May 7, 2025, meeting for discussion if necessary.

Clarification from Previous Meetings:

- The Architects West Bid Packet is included at the end of my follow-up.
- I have attached the Summer Food Service Program data from 2017-18 to 2023-24 for the Board's review.

Standing Information Requests:

- Attendance Report
- LGIP Distribution Yield
- Board of Education Detail
- FY25 Curriculum Expenditures
- Fund 420 Plant Facility Levy Tracking
- Fund 421 Board Facility Projects Detail

Lakeland Joint School District #272

5506 N. Washington St. Rathdrum, ID 83858 208-687-0431

LJSD Vision: A community committed to academic excellence ... dedicated to student success.



Board Agenda Item Request

AGENDA ITEM: FY26 Budget Process Update

MEETING DATE: May 7, 2025

PREPARED BY: Jessica Grantham

INFORMATIONAL SUMMARY:

The FY2026 Budget Process began in November 2024 when the supplemental levy ballot measure did not pass. Through hard work and dedication, our Superintendent, Assistant Superintendent, and all building and department leaders worked together to develop a plan of action and identify cuts that met the requests of the board of trustees and community. The identified cuts and recommendations for ballot language were submitted and approved by the Board of Trustees at the January 15, 2025, meeting. This board-approved recommendation became the basis of budget cuts and adjustments for FY2026.

To provide additional transparency to the budget process, we are also implementing position control with the FY2026 budget. Position Control budgeting is a system that organizes our employees by position, rather than by employee, which allows for more transparency and equitable allocations. Position control also allows the district to easily compare the budget to actuals, as well as prevent over-hiring positions.

To kick off this process, the HR Director and CFO met with each building principal to review their current staffing, identify potential retirements, resignations, and budget cuts. This information was compiled to allow for a collaborative staffing discussion with the Superintendent, Assistant Superintendent, HR Director, CFO, Federal Programs Director, Title Coordinator, Facilities Director, and IT Director. At this meeting, we reviewed their projected enrollment for the next school year, custodial hours, technology support positions, and special education hours. This work allowed us to identify the "bare bones" staffing necessary to run each building based on projected enrollment for the next school year. Final cuts were outlined for the \$2 million budget decrease. This work allows us to finalize the position control numbers for next year. The next step is to finalize the salary and benefit expense associated with these positions. Salaries and benefits are the bulk of the general fund budget. We plan to continue using the Position Control budgeting process in future fiscal years. All participants provided very positive feedback about the process.

BUDGET ASSUMPTIONS:

In addition to the changes in State Funding, the following assumptions are being worked into the FY2026 budget:

- \$2 million identified cuts approved at January 15, 2025, board meeting
- 8% increase in district liability insurance
- 5% increase in Workers' Comp insurance
- 7.2% increase in health insurance premiums
- State forced increase to R1, P1, and AP1 certificated position salary minimums
- Additional facilities funding for deferred maintenance, utilities, and grounds
- Projected decrease in support units due to declining enrollment at the elementary level. (This results in less state revenue)

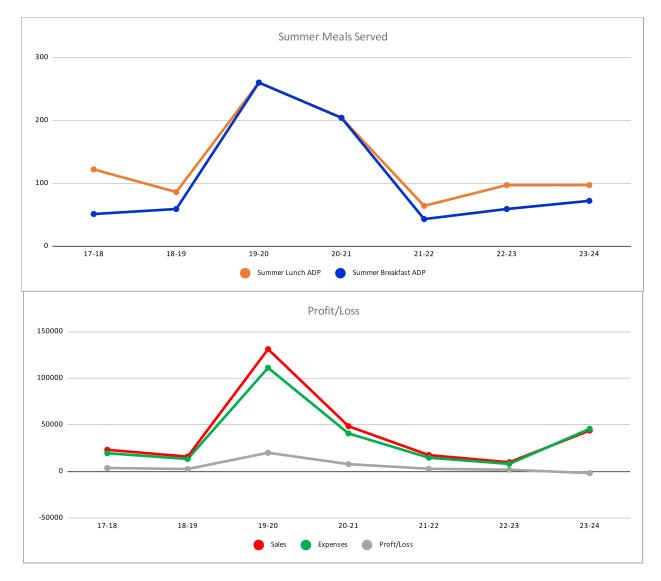
If the May 20th supplemental levy ballot measure does not pass, we will have a separate budget prepared to account for the reductions identified in the ballot language.

Supported by Levy						
Supported Positions/Programs	Cost					
Co-Curricular/Athletics (Future Farmers of America(FFA), Family, Career, and Community Leaders of America(FCCLA), Student broadcasting(Hello Hawks/Tiger TV), Speech Competition, Leadership(STUCO), Yearbook, BPA, Pep Band, choir, cheerleading, drama) and (officials, yellow bus travel, state and district tournament travel, safety equipment, coaching stipends, athletic trainers, 2 events custodial (HS), 2 administrative assistants (HS), safety equipment, athletic directors at both middle school and high school, administrative travel to events, interscholastic services, interscholastic supplies) for Football, Soccer, Volleyball, Basketball, Swimming, Wrestling, Cross-Country, Golf, Track and Field, Softball, Tennis, Baseball.						
	2,000,000.00					
Safety Personnel (School Resource Officers and Armed District Safety Specialists) and Program Expenses (Ammo, Supplies, Professional Development, etc.)	827,789.00					
Transportation	500,000.00					
Maintain student access to KTEC	348,000.00					
25 Certified positions that support classroom size target and high school graduation requirements (to replace retirements, resignations, and category 1 certified teachers	1,997,198.00					
Maintain Advanced Learning Program (6 full time employees)	546,797.00					
Maintain 8 Elementary Certified Teacher Specialist (Music, PE, Science)	613,730.00					
Maintain Library Leads (10 full time employees)	434,106.00					
Maintain Current Nursing Program (2 full time employees)	172,150.00					
Maintain Alternative Middle School Program (1 full time employee)	80,230.00					
Total	\$7,520,000.00					
\$2 Million Cuts to Programs/Positions						
Supported Positions/Programs	Cost					
Eliminate all district cell phone plans and stipends	20,829.00					
Reduce Supply Budget at DO by 20%	8,443.00					
	3,000.00					
Business Operation budget 20% reduction	-,					
	450.00					
Business Operation budget 20% reduction						
Business Operation budget 20% reduction Printing budget by 20% reduction	450.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State	450.00 11,640.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State Tech Fund)	450.00 11,640.00 75,420.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State Tech Fund) Cancel CDA Press Print Subscription	450.00 11,640.00 75,420.00 392.00 161,529.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State Tech Fund) Cancel CDA Press Print Subscription HS Principal discretionary cuts	450.00 11,640.00 75,420.00 392.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State Tech Fund) Cancel CDA Press Print Subscription HS Principal discretionary cuts Reduce Building Lab Techs (3 full-time employees) Reduce Custodial Positions 1 per building Reduce DO classified staff (1 full time employee)	450.00 11,640.00 75,420.00 392.00 161,529.00 142,418.00 316,110.00 62,018.00					
Business Operation budget 20% reduction Printing budget by 20% reduction Eliminate Dry Box rentals Skyward Learning Software (remove from general fund and move to State Tech Fund) Cancel CDA Press Print Subscription HS Principal discretionary cuts Reduce Building Lab Techs (3 full-time employees) Reduce Custodial Positions 1 per building	450.00 11,640.00 75,420.00 392.00 161,529.00 142,418.00 316,110.00					

Total	\$2,000,000.00
Reduce Classified Paraprofessionals (6 full time employees)	191,429.00
DO Certified (0.5 full time employee)	51,586.00
Reduce Library Assistants (2 full time employees)	64,489.00
Eliminate Stipends - Extra days and mentor	90,296.00
Salary Savings - mechanic retirement	13,540.00
Reduce Principal Assistant (1 full time employee)	108,815.00
Reduce Behavior Intervention Coach (2 full time employees)	74,895.00
Reduce Transportation Floats (2 full time employees)	76,012.00
Reduce School clerical positions (2 full time employees)	72,112.00
Reduce Admin Asst (3 full time employees)	152,865.00
Reduce Facilities classified staff (2 full time employees)	155,079.00

Lakeland SD Summer Program Review

Fiscal Year	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Opertating Days	39	34	77	35	43	15	40
Summer Lunch ADP	122	86	260	204	64	97	97
Summer Breakfast ADP	51	59	260	204	43	59	72
Total Meals	6752	4761	40154	14284	4616	2349	6731
Sales	\$23,113.18	\$15,827.64	\$131,052.62	\$48,422.77	\$17,433.27	\$9,744.81	\$43,800.00
Expenses	\$ 19,479.00	\$ 13,294.00	\$ 111,084.18	\$ 40,674.00	\$ 14,643.00	\$ 8,020.60	\$ 45,612.00
Proft/Loss	\$ 3,634.18	\$ 2,533.64	\$ 19,968.44	\$ 7,748.77	\$ 2,790.27	\$ 1,724.21	\$ (1,812.00)



17-18: 2 sites
18-19: 2 sites
19-20: Covid -19 curbside delivery at four sites
20-21: Covid -19 curb side delivery at four sites
2021-22: 1 site = 4616 summer meals of which 625 Breakfasts and 625 lunches were for the wrestling camp.
2022-23: 1 Site = 2349 summer meals of which 840 Summer Breakfasts & 1050 Summer Lunches were for the wrestling camp. Without the wrestling camps we would have lost money. The ADP without the wrestlers would have been 38 Lunches and 15 Breakfasts
23-24: Added non-congorant feeding at Athol and TLHS but particantion was low

23-24: Added non-congorant feeding at Athol and TLHS but particaption was low 05.21.25 LJSD Financial Follow-Up

Lakeland Joint School District Enrollment/Attendance Report ~ May 12, 2025

Enrollment																Previous		Previous	
SCHOOL	PK	К	1	2	3	4	5	6	7	8	9	10	11	12	Total	Year	Variance	Month	Variance
JOHN BROWN 101		70	48	65	49	66	80								378	342	36	377	1
SPIRIT LAKE 102		42	37	57	39	47	57								279	296	-17	280	-1
ATHOL 103		34	43	44	59	56	52								288	305	-17	287	1
BETTY KIEFER 104		43	58	63	68	62	71								365	386	-21	366	-1
GARWOOD 105		60	57	72	79	61	84								413	397	16	419	-6
TWIN LAKES 106	44	22	44	45	48	45	46								250	284	-34	248	2
LAKELAND MIDDLE 201								218	192	229					639	610	29	643	-4
TIMBERLAKE MIDDLE 202								154	126	139					419	351	68	419	0
LAKELAND HIGH 301											195	199	218	227	839	871	-32	845	-6
TIMBERLAKE HIGH 401											130	117	136	133	516	522	-6	519	-3
MOUNTAIN VIEW 491									4	7	22	41	54	55	183	203	-20	182	1
TOTALS	44	271	287	346	342	337	390	372	322	375	347	357	408	415	4,569	4,567	2	4,585	-16
PREVIOUS YEAR	39	260	324	331	319	373	364	290	349	332	367	414	429	376	4,567				
VARIANCE BY GRADE	5	11	-37	15	23	-36	26	82	-27	43	-20	-57	-21	39	2				
																-			
Attendance																			
SCHOOL	PK	К	1	2	3	4	5	6	7	8	9	10	11	12	Total	Enroll	Variance	Percent]

SCHOOL	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Total	Enroll	Variance	Percent
JOHN BROWN 101		69	45	59	46	65	76								360	378	18	95.24%
SPIRIT LAKE 102		38	35	55	37	43	55								263	279	16	94.27%
ATHOL 103		32	40	40	56	49	51								268	288	20	93.06%
BETTY KIEFER 104		41	47	59	67	59	67								340	365	25	93.15%
GARWOOD 105		56	55	65	67	56	80								379	413	34	91.77%
TWIN LAKES 106		22	41	44	47	42	44								240	250	10	96.00%
LAKELAND MIDDLE 201								206	178	221					605	639	34	94.68%
TIMBERLAKE MIDDLE 202								144	112	135					391	419	28	93.32%
LAKELAND HIGH 301											192	190	213	223	818	839	21	97.50%
TIMBERLAKE HIGH 401											123	107	131	130	491	516	25	95.16%
MOUNTAIN VIEW 492									4	7	19	39	47	53	169	183	14	92.35%
TOTALS	0	258	263	322	320	314	373	350	294	363	334	336	391	406	4,324	4,569	245	94.64%
Enrollment	44	271	287	346	342	337	390	372	322	375	347	357	408	415	4,613			
Total Absences by Grade	44	13	24	24	22	23	17	22	28	12	13	21	17	9	289			
Percent by Grade	0.00%	95.20%	91.64%	93.06%	93.57%	93.18%	95.64%	94.09%	91.30%	96.80%	96.25%	94.12%	95.83%	97.83%	93.74%			

**Report adjusted to not include Developmental Preschool in enrollment/attendance percentage, as students do not attend daily

LGIP Distribu	tion Yield	LGIP Distrib	LGIP Distribution Yield				
2023/2	024	2024/	2025				
July 2023	4.92%	July 2024	5.18%				
August 2023	5.16%	August 2024	5.19%				
September 2023	5.31%	September 2024	5.16%				
October 2023	5.35%	October 2024	5.00%				
November 2023	5.40%	November 2024	4.85%				
December 2023	5.42%	December 2024	4.71%				
January 2024	5.41%	January 2025	4.52%				
February 2024	5.44%	Febraury 2025	4.48%				
March 2024	5.43%	March 2025	4.40%				
April 2024	5.23%	April 2025	4.39%				
May 2024	5.17%	May 2025					
June 2024	5.21%	June 2025					

100 E 631000 - BOARD OF EDUCATION SUMMARY										
Component of the General Fund Budget										
Total Budget Actual Expenses			0	oen PO's	Actual Remaining					
54,133.00	\$	45,110.90	\$	-		9,022.10				
6,048.00	\$	5,395.30	\$	-		652.70				
3,868.00	\$	3,372.90	\$	-		495.10				
29.00	\$	26.00	\$	-		3.00				
10,429.00	\$	8,530.00	\$	-		1,899.00				
26.00	\$	22.85	\$	-		3.15				
15,000.00	\$	18,239.50	\$	-		(3,239.50)				
32,000.00	\$	31,100.00	\$	-		900.00				
1,000.00	\$	677.65	\$	-		322.35				
2,000.00		45.85		-		1,954.15				
25,000.00	\$	23,003.69	\$	-		1,996.31				
3,000.00	\$	5,303.22	\$	562.97		(2,866.19)				
42,987.00	\$	42,987.00	\$	-		-				
\$ 195,520.00					\$	11,142.17				
	Total Budget 54,133.00 6,048.00 3,868.00 29.00 10,429.00 26.00 15,000.00 32,000.00 2,000.00 25,000.00 3,000.00 42,987.00	Total Budget A 54,133.00 \$ 6,048.00 \$ 3,868.00 \$ 10,429.00 \$ 15,000.00 \$ 32,000.00 \$ 1,000.00 \$ 2,000.00 \$ 3,000.00 \$	Total Budget Actual Expenses 54,133.00 \$ 45,110.90 6,048.00 \$ 5,395.30 3,868.00 \$ 3,372.90 29.00 \$ 26.00 10,429.00 \$ 8,530.00 26.00 \$ 22.85 15,000.00 \$ 18,239.50 32,000.00 \$ 31,100.00 1,000.00 \$ 677.65 2,000.00 \$ 23,003.69 3,000.00 \$ 5,303.22 42,987.00 \$ 42,987.00	Total Budget Actual Expenses Op 54,133.00 \$ 45,110.90 \$ 6,048.00 \$ 5,395.30 \$ 3,868.00 \$ 3,372.90 \$ 29.00 \$ 26.00 \$ 10,429.00 \$ 8,530.00 \$ 32,000.00 \$ 18,239.50 \$ 11,000.00 \$ 677.65 \$ 2,000.00 \$ 23,003.69 \$ 3,000.00 \$ 5,303.22 \$	Total Budget Actual Expenses Open PO's 54,133.00 \$ 45,110.90 \$ - 6,048.00 \$ 5,395.30 \$ - 3,868.00 \$ 3,372.90 \$ - 29.00 \$ 26.00 \$ - 10,429.00 \$ 8,530.00 \$ - 15,000.00 \$ 18,239.50 \$ - 32,000.00 \$ 31,100.00 \$ - 1,000.00 \$ 677.65 \$ - 2,000.00 \$ 23,003.69 \$ - 3,000.00 \$ 5,303.22 \$ 562.97 42,987.00 \$ 42,987.00 \$ -	Total Budget Actual Expenses Open PO's Actual 54,133.00 \$ 45,110.90 \$ - 6,048.00 \$ 5,395.30 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 3,372.90 \$ - 6,048.00 \$ 5,303.00 \$ - 6,048.00 \$ 5,303.00 \$ - 6,048.00 \$ 5,303.00 \$ - 6,048.00 \$ 5,303.22 \$ 5,52.97 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 \$ - 6,049.00 <t< td=""></t<>				

Updated 5.15.25

**IFARMS Definition of Board of Education:

Activities of the elected body that has been created according to state law and vested with responsibilities for educational activities in a given administrative unit.

Some examples of services to be included here are: Board Secretary/Clerk Services; Legal Services; etc.

100 E 631000 - BOARD OF EDUCATION								
DETAILED ACTIVITY								
Object	Date	Vendor	Description	Expense Open PO				
311 - LEGAL	8/30/2024 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 7/7 - 7/23/2024	\$ 525.00				
311 - LEGAL	8/30/2024 HAV	VLEY TROXELL ENNIS	LEGAL SERVICES 7/7 - 7/31/2024	\$ 2,070.50				
311 - LEGAL	9/13/2024 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 7/1 - 7/16/24	\$ 240.00				
311 - LEGAL	9/13/2024 HAV	VLEY TROXELL ENNIS	LEGAL SERVICES 8/5 - 8/29/2024	\$ 613.50				
311 - LEGAL	9/13/2024 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 8/13/2024	\$ 75.00				
311 - LEGAL	10/11/2024 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 8/1/ - 8/31/24	\$ 40.00				
311 - LEGAL	10/11/2024 HAV	VLEY TROXELL ENNIS	LEGAL SERVICES 9/10 - 9/26/24	\$ 195.50				
311 - LEGAL	10/18/2024 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 9/5 - 9/30/24	\$ 1,150.00				
311 - LEGAL	11/15/2024 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 9/17 - 9/30/20241	\$ 20.00				
311 - LEGAL	11/15/2024 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 10/2 - 10/31/2024	\$ 3,300.00				
311 - LEGAL	12/13/2024 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 10/10 - 10/30/2024	\$ 160.00				
311 - LEGAL	12/13/2024 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 11/4 - 11/20/2024	\$ 1,775.00				
311 - LEGAL	1/15/2025 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 12/2 - 12/30/2024	\$ 725.00				
311 - LEGAL	1/30/2025 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 12/10 - 12/11/2024	\$ 80.00				
311 - LEGAL	2/14/2025 LYOI	NS O'DOWD, PLLC	PROFESSIONAL SERVICES 1/2-1/31/2025	\$ 3,325.00				
311 - LEGAL	3/14/2025 AND	DERSON, JULIAN & HULL, LLP	PROFESSIONAL SERVICES 1/3-1/14/2025	\$ 200.00				
311 - LEGAL	3/14/2025 LYOI	NS O'DOWD, PLLC	PROFESSIONAL SERVICES 2/1-2/28/2025	\$ 425.00				
311 - LEGAL	3/14/2025 HAV	VLEY TROXELL ENNIS	LEGAL SERVICES 10/4 - 2/6/2025	\$ 518.00				
311 - LEGAL	4/15/2025 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 3/3 - 3/20/2025	\$ 652.00				
311 - LEGAL	5/15/2025 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 4/1 - 4/23/2025	\$ 1,775.00				
311 - LEGAL	5/15/2025 LYOI	NS O'DOWD, PLLC	LEGAL SERVICES 4/7/25	\$ 375.00				

Total \$18,239.50 \$ -

Object	Date	Vendor	Description	Expense Open PO
312 - AUDIT SERVICES	8/15/2024 HAYD	EN ROSS, PLLC	PROGRESS INVOICE FOR JUNE 30, 2024 AUDIT SERVICES	\$ 10,000.00
312 - AUDIT SERVICES	11/15/2024 HAYD	EN ROSS, PLLC	ANNUAL AUDIT FOR 2023-24	\$ 13,600.00
312 - AUDIT SERVICES	2/10/2025 DIGIT/	AL INSURANCE LLC	OPEB VALUATION SERVICES 9/1-9/30/2024	\$ 7,500.00

Total \$ 31,100.00 \$ -

Object	Date Vend	or Description	Expense Open F
314 - PUBLISHING	7/12/2024 COEUR D'ALENE PR	ESS LEGAL AD - EXPECTED & ACTUAL USE OF LEVY FUNDS	\$ 62.39
314 - PUBLISHING	11/15/2024 COEUR D'ALENE PR	ESS LEGAL AD - ANNUAL STATEMENT OF FINANCIAL CONDITION	\$ 170.62
314 - PUBLISHING	2/14/2025 COEUR D'ALENE PR	ESS LEGAL AD - REQUEST FOR BID	\$ 78.56
314 - PUBLISHING	2/14/2025 COEUR D'ALENE PR	ESS LEGAL AD - REQUEST FOR PROPOSALS	\$ 74.24
314 - PUBLISHING	3/28/2025 COEUR D'ALENE PR	ESS LEGAL AD - REQUEST FOR ARCHITECT SERVICES	\$ 88.64
314 - PUBLISHING	3/28/2025 COEUR D'ALENE PR	ESS LEGAL AD - REQUEST FOR AUDIT SERVICES	\$ 74.24
314 - PUBLISHING	5/15/2025 COEUR D'ALENE PR	ESS LEGAL AD - SIDEWALK BID	\$ 128.96

Total \$ 677.65 \$ -

Object	Date	Vendor	Description	Expense Open PO
380 - TRAVEL EXPENSE	8/20/2024 MICH	IELLE J THOMPSON	EXP REIMB FOR MILEAGE	\$ 45.85
				Total \$ 45.85 -

Object	Date	Vendor	Description	Ex	pense	Open PO
390 - PURCHASED SERVICES	7/31/2024	IDAHO SCHOOL DISTRICT COUNCIL	MEMBERSHIP DUES FOR 2024-25	\$	50.00	
390 - PURCHASED SERVICES	08/30/2024	TASB, INC	BOARDBOOK PREMIER SUBSCRIPTION 9/1/24 - 8/31/2025	\$3	,250.00	
390 - PURCHASED SERVICES	08/30/2024	COEUR D'ALENE PRESS	LEGAL AD FOR 24-25 CONCRETE PROJECT	\$	72.80	
390 - PURCHASED SERVICES	09/13/2024	MINUTE PRESS	UPDATE FOR LEVY BANNERS PER QUOTE	\$	135.14	
390 - PURCHASED SERVICES	10/11/2024	MINUTE PRESS	FLYERS & MAILINGS FOR BOARD	\$ 1	,051.78	
390 - PURCHASED SERVICES	10/15/2024	MINUTE PRESS	FLYERS & MAILINGS FOR BOARD	\$4	,556.10	
390 - PURCHASED SERVICES	10/15/2024	MINUTE PRESS	FLYERS & MAILINGS FOR BOARD	\$ 1	,504.62	
390 - PURCHASED SERVICES	12/31/2024	RATHDRUM AREA CHAMBER	2025 CHAMBER MEMBERSHIP	\$ 1	,200.00	
390 - PURCHASED SERVICES	2/28/2025	RATHDRUM AREA CHAMBER	RATHDRUM CHAMBER COMMUNITY LUNCH (M. THOMPSON, R. BAIN, D. QUIMBY)	\$	75.00	
390 - PURCHASED SERVICES	2/28/2025	FUNDS FOR LEARNING, LLC	1/13/25 - 1/12/26 PROFESSIONAL E-RATE CONSULTING SERVICE	\$10),500.00	

390 - PURCHASED SERVICES	2/28/2025 FUNDS FOR LEARNING, LLC	1/13/24 - 1/12/25 HOTSPOT ADDENDUM	\$ 500.00
390 - PURCHASED SERVICES	3/21/2025 MINUTE PRESS	SIGNS FOR MAY LEVY - NTE \$200.00	\$ 108.25

Total \$ 23,003.69 \$ -

Object	Date	Vendor	Description	E	xpense	Open PO
410 - GENERAL SUPPLIES	8/14/2024 B	BMO HARRIS	(BESTBUY) LAPTOP FOR THE BOARD	\$	899.99	
410 - GENERAL SUPPLIES	08/14/2024 B	BMO HARRIS	(AMAZON) BOARD MEETING ACCESSORIES	\$	378.87	
410 - GENERAL SUPPLIES	08/20/2024 N	AICHELLE J THOMPSON	EXP REIMB FOR ITEMS FOR TEACHER APPRECIATION	\$	157.30	
410 - GENERAL SUPPLIES	09/24/2024 B	BMO HARRIS	(AMAZON) MOUNT FOR ANY CAMERA	\$	25.95	
410 - GENERAL SUPPLIES	09/24/2024 B	BMO HARRIS	(AMAZON) CAMERA DESK MOUNT	\$	37.95	
410 - GENERAL SUPPLIES	10/11/2024 C	COSTCO WHOLESALE	14 CAKES FOR SCHOOLS FROM BOARD - NTE \$400.00	\$	349.86	
410 - GENERAL SUPPLIES	10/11/2024 C	CHURCH CHAIRS	CHAIRS FOR BOARD ROOM	\$	2,602.63	
410 - GENERAL SUPPLIES	10/17/2024 B	BMO HARRIS	AMAZON - CABINET FOR BOARD ROOM	\$	206.95	
410 - GENERAL SUPPLIES	2/20/2025 B	BMO HARRIS	AMAZON - PORTABLE PA SPEAKER	\$	256.99	
410 - GENERAL SUPPLIES	3/19/2025 B	BMO HARRIS	AMAZON - NEW BOARD MEETING EQUIPMENT	\$	386.73	
410 - GENERAL SUPPLIES	В	BMO HARRIS	OFFICE DEPOT - TABLES FOR BOARD ROOM			\$ 312.97
410 - GENERAL SUPPLIES	C	COSTCO WHOLESALE	COSTCO - STAFF APPRECIATION FROM THE BOARD			\$ 250.00

Total \$ 5,303.22 \$ 562.97

Object	Date	Vendor	Description	Expense	Open PO
710 - INSURANCE	7/19/2024 MO	RETON & COMPANY - IDAHO	ICRIMP POLICY RENEWAL 7/1/24-7/1/25	\$ 42,987.00	
				Total \$ 42,987.00 \$	\$

			100 E 6310	00 - BOARI	O OF EDUC	ATION				
	I			LEGAL FEES BREA				1		
Date	Vendor	Expense	Clerk	Board Chair	Policy	Personnel	Student	Emerick	Bond/Levy	Contracts/Finance
8/30/2024	LYONS O'DOWD, PLLC	\$ 525.00	\$100.00				\$275.00			\$150.00
8/30/2024	HAWLEY TROXELL ENNIS	\$ 2,070.50							\$2,070.50	
9/13/2024	ANDERSON, JULIAN & HULL, LLP	\$ 240.00	\$180.00				\$60.00			
9/13/2024	HAWLEY TROXELL ENNIS	\$ 613.50							\$613.50	
9/13/2024	LYONS O'DOWD, PLLC	\$ 75.00					\$75.00			
10/11/2024	ANDERSON, JULIAN & HULL, LLP	\$ 40.00					\$40.00			
10/11/2024	HAWLEY TROXELL ENNIS	\$ 195.50							\$195.50	
10/18/2024	LYONS O'DOWD, PLLC	\$ 1,150.00		\$150.00		\$200.00	\$225.00			\$575.00
11/15/2024	ANDERSON, JULIAN & HULL, LLP	\$ 20.00					\$20.00			
11/15/2024	LYONS O'DOWD, PLLC	\$ 3,300.00	\$375.00		\$505.00	\$315.00	\$125.00	\$1,980.00		
12/13/2024	ANDERSON, JULIAN & HULL, LLP	\$ 160.00			\$40.00	\$120.00				
12/13/2024	LYONS O'DOWD, PLLC	\$ 1,775.00	\$237.50		\$337.50		\$225.00	\$975.00		
1/15/2025	LYONS O'DOWD, PLLC	\$ 725.00	\$50.00	\$125.00				\$550.00		
1/30/2025	ANDERSON, JULIAN & HULL, LLP	\$ 80.00			\$80.00					
2/14/2025	LYONS O'DOWD, PLLC	\$ 3,325.00	\$25.00	\$437.50	\$2,525.00			\$100.00		\$237.50
3/14/2025	ANDERSON, JULIAN & HULL, LLP	\$ 200.00		\$40.00	\$160.00					
3/14/2025	LYONS O'DOWD, PLLC	\$ 425.00	\$50.00	\$300.00						\$75.00
3/14/2025	HAWLEY TROXELL ENNIS	\$ 518.00							\$518.00	
4/14/2025	LYONS O'DOWD, PLLC	\$ 652.00			\$52.00	\$300.00	\$150.00			\$150.00
5/15/2025	LYONS O'DOWD, PLLC	\$ 1,775.00		\$225.00	\$350.00	\$450.00	\$325.00			\$425.00
5/15/2025	LYONS O'DOWD, PLLC	\$ 375.00					\$375.00			

\$18,239.50 \$1,017.50 \$1,277.50 \$4,049.50 \$1,385.00 \$1,895.00 \$3,605.00 \$3,397.50 \$1,612.50

Fund 420 - Plant Facility Levy								
REVENUES		Budget		FY2024		FY2025	C	Over/Under
FY24 - Local Revenue	\$	1,146,520.00	¢	1,126,783.17	\$		\$	19,736.83
FY25 - Local Revenue	φ \$	1,146,520.00	\$	-	\$	559,301.93	\$	587,218.07
FY25 - Bond Levy Revenue Transfer Est.	\$	126,659.03	\$		φ \$	93,393.02	\$	33,266.01
F123 - Bond Levy Revenue Transfer Est.	ψ	120,037.03	φ		φ	73,373.02	φ	33,200.01
Total Revenues	\$	2,419,699.03	\$	1,126,783.17	\$	652,694.95	\$	640,220.91
EXPENDITURES		Budget		FY2024		FY2025	En	ding Balance
FY24 - Fence Project	\$	11,170.00	\$	11,170.00	\$	-	\$	-
FY24 - SLE Carpet Abatement	\$	48,000.00	\$	48,189.26	\$	-	\$	(189.26
FY24 - Building Budgets	\$	98,070.00	\$	32,015.73	\$	51,729.33	\$	14,324.94
FY24 - DO Security Upgrades	\$	20,000.00	\$	_	\$	_	\$	20,000.00
FY24 - Emergency Repairs Fund	\$	100,000.00	\$	-	\$	66,990.00	\$	33,010.00
FY24 - LMS Gym Floor	\$	38,000.00	\$	-	\$	_	\$	38,000.00
FY24 - LMS Gym Paint	\$	25,000.00	\$	26,360.00	\$	_	\$	(1,360.00)
FY24 - LMS Bleachers	\$	105,000.00	\$	-	\$	_	\$	105,000.00
FY24 - AE/SLE Plumbing/Electrical	\$	10,800.00	\$	-	\$	10,747.50	\$	52.50
FY24 - JBE (3) Rooftop Units	\$	34,000.00	\$	-	\$	34,000.00	\$	-
FY24 - Concrete Projects	\$	350,000.00	\$	-	\$	13,250.02	\$	336,749.98
FY24 - LMS Roof Repairs	\$	35,510.00	\$	-	\$	35,508.92	\$	1.08
FY24 - MVHS Door Replacement	\$	10,000.00	\$	-	\$	10,000.00	\$	-
FY24 - THS Roof Repairs	\$	66,922.00	\$	-	\$	66,922.14	\$	(0.14)
FY25 - Additional Concrete Projects	\$	266,469.00	\$	-	\$	-	\$	266,469.00
FY25 - Emergency Repairs Fund	\$	5,000.00	\$	-	\$	-	\$	5,000.00
FY25 - Building Budgets	\$	100,000.00	\$	-	\$	-	\$	100,000.00
FY25 - GE/BKE Playground Equipment	\$	120,000.00	\$	-	\$	117,880.00	\$	2,120.00
FY25 - LHS Irrigation	\$	20,000.00	\$	-	\$	-	\$	20,000.00

FY25 - AE Parking Lot	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
FY25 - BKE Parking Lot	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
FY25 - TLE Parking Lot	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
FY25 - LHS Parking Lot	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
FY25 - MVHS Parking Lot	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
FY25 - LMS Parking Lot	\$ 25,000.00	\$ -	\$ -	\$ 25,000.00
FY25 - Safety Film on Windows - LMS/SLE/AE	\$ 75,000.00	\$ -	\$ -	\$ 75,000.00
FY25 - Siding Project Change Order	\$ 107,000.00	\$ -	\$ -	\$ 107,000.00
FY25 - Siding Project - SLE Drip Edge	\$ 14,000.00	\$ -	\$ 13,687.00	\$ 313.00
FY25 - Siding Project - Gutters - AE/SLE	\$ 18,000.00	\$ -	\$ 14,445.00	\$ 3,555.00
FY25 - BKE Carpet (Whole Building)	\$ 100,000.00	\$ -	\$ -	\$ 100,000.00
FY25 - AE/GE/LHS/SLE Carpet Continuation	\$ 220,000.00	\$ -	\$ -	\$ 220,000.00
FY25 - GE/BKE VCT Tile Cafeteria	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
FY25 - LMS Carpet Abatement & Flooring	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
FY25 - LHS Tennis Courts	\$ -	\$ -	\$ -	\$ -
FY25 - LHS & LMS Fence Replacement/Repair	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Total Expenditures	\$ 2,282,941.00	\$ 117,734.99	\$ 435,159.91	\$ 1,730,046.10
updated 5.15.25				

	FY2024 Budget					
Original Approved Projects (7.5.23)	Budget	Encumbered	Expensed	Remaining Balance	Project Status	Notes
Fence Project	11,170.00		11,170.00	-	Completed	
SLE Carpet Abatement	48,000.00		48,189.26	(189.26)	Completed	
Building Budgets - Furniture - \$21/FTE	98,070.00	9,117.63	83,745.06	5,207.31		Approved Carryforward to FY25
DO Security	20,000.00		-	20,000.00		Approved Carryforward to FY25
JBE Siding	-		-	-	Canceled	
Emergency Repairs Fund	100,000.00	15,136.00	66,990.00	17,874.00		Approved Carryforward to FY25; Gym Floor Refinishing
Assist with Bus Purchase	-		-	-	Canceled	
Total Original Projects Budget	277,240.00	24,253.63	210,094.32	42,892.05		
Additional Approved FY24 Projects	Budget	Encumbered	Expensed	Remaining Balance	Project Status	Notes
LMS Gym Floor	38,000.00		_	38,000.00	In Progress	The contract has been signed. Work will be completed Summer 2025
LMS Painting	25,000.00		26,360.00	(1,360.00)	Completed	
LMS Bleachers	105,000.00	98,758.75	-	6,241.25	In Progress	The contract has been signed. Work will be completed Summer 2025.
AE/SLE Plumbing Electrical	10,800.00		10,747.50	52.50	Completed	
JBE - 3 Rooftop Heating Units	34,000.00		34,000.00	-	Completed	
Concrete Projects	350,000.00		13,250.02	336,749.98	In Progress	WM Welch will begin work once school is out. All schools will be completed simultaneoulsy.
LMS - Roof Repairs	35,510.00		35,508.92	1.08	Completed	
MVHS Door Replacement	10,000.00		10,000.00	-	Completed	
THS - Roof Repairs	66,922.00		66,922.14	(0.14)	Completed	
Total Additional Projects Budget	675,232.00	98,758.75	196,788.58	379,684.67	completed	
Unappropriated FY24 Plant Facility Levy Funds				194,048.00		
	Proposed FY2025 Bud	lget				
Proposed Projects	Budget	Encumbered	Expensed	Remaining Balance	Project Status	Notes
Additional Concrete Projects	266,469.00		-	266,469.00	In Progress	WM Welch will begin work once school is out. All schools will be completed simultaneoulsy.
Emergency Repairs Fund	5,000.00		-	5,000.00		
Building Repairs	100,000.00		-	100,000.00		
Playground Equipment - BKE, GE	120,000.00		117,880.00	2,120.00	Completed	Installation is complete.
LHS Irrigation	20,000.00		-	20,000.00	Seeking Quotes	
Parking Lot - AE	20,000.00		-	20,000.00	Seeking Quotes	
Parking Lot - BKE	25,000.00		-	25,000.00	Seeking Quotes	
Parking Lot - TLE	25,000.00		-	25,000.00	Seeking Quotes	
Parking Lot - LHS	40,000.00		-	40,000.00	Seeking Quotes	
Parking Lot - MVHS	15,000.00		-	15,000.00	Seeking Quotes	
Parking Lot - LMS	25,000.00		-	25,000.00	-	
Safety Film on Windows - LMS, SLE, AE	75,000.00		-		Seeking Quotes	
Siding Project - Change Order	107,000.00		-	107,000.00	Cancelled	This line item is no longer neccessary
Siding Project - SLE Drip Edge	14,000.00		13,687.00	313.00	Completed	
Siding Project - Gutters SLE, AE	18,000.00		14,445.00	3,555.00	Completed	
Carpet - BKE (whole building)	100,000.00		-	100,000.00		
Carpet - AE, GE, LHS, SLE (continuation)	220,000.00		-	220,000.00	Seeking Quotes	
VCT Tile - GE, BKE Cafeteria	40,000.00		-	40,000.00	Seeking Quotes	
LMS Carpet Abatement & Flooring	45,000.00	_	_	45,000.00	In Progress	
LHS Tennis Courts	43,000.00	-	-	43,000.00	Cancelled	
	- E0.000.00		-			
LMS and LHS Fence Repairs/Replacement	50,000.00	-	-	50,000.00	In Progress	

Total Proposed Projects Budget	1,330,469.00	-	146,012.00	1,134,457.00
Unappropriated FY25 Plant Facility Levy Funds includ		206,111.00		

Fund 421 - Board Facility Project	~					Updated 05
REVENUES	Revenue	FY2023	FY2024	FY2025	Ending Balance	
Fund Balance	\$ 2,880,200.00	\$ 428,576.98	\$ 1,413,617.50	\$ 765,642.38	\$ 272,363.14	•
lotal Revenues	\$ 2,880,200.00	\$ 428,576.98	\$ 1,413,617.50	\$ 765,642.38	\$ 272,363.14	
EXPENDITURES	Budget	FY2023	FY2024	FY2025	Ending Balance	5
Spirit Lake Elementary	\$ 675,000.00	\$ 2,185.00	\$ 289,474.41	\$ 298,513.52	\$ 84,827.07	-
Athol Elementary		\$ 2,860.00	\$ 332,780.98			
_akeland Middle School		\$ 423,531.98	\$ 791,362.11			Siding Project to Date: \$956,142.07; Door Project to Date: \$258,752.02
Activity Buses**		\$ -	\$ -	\$ 226,170.00		
Jnappropriated Balances	\$ 65,108.00	•	\$ -	\$ -	\$ 65,108.00	
Total Expenditures	\$ 2,880,200.00	\$ 428,576.98	\$ 1,413,617.50	\$ 765,642.38	\$ 272,363.14	· · · · · · · · · · · · · · · · · · ·
Spinit Laka Elementary	Date	FY2023	FY2024	FY2025	Open PO's	Description
Spirit Lake Elementary PRISM ENVIRONMENTAL SERVICES	3/28/2023	\$ 1,825.00	F12024	F12025	Open PO's	Description SAMPLES & ASBESTOS PLANS FOR AE, SLE, LMS
PRISM ENVIRONMENTAL SERVICES	6/30/2023	\$ 360.00				ENVORINMENTAL TESTING FOR AE, SLE & LMS
ARCHITECTS WEST. INC	11/17/2023	\$ 300.00	\$ 2,273.16			PROFESSIONAL SERVICES FOR SLE
ARCHITECTS WEST, INC	12/15/2023		\$ 2,114.32			PROFESSIONAL SERVICES FOR AE, SLE, LMS - 11/1 - 11/30/2023
ARCHITECTS WEST. INC	1/23/2024		\$ 590.00			PROFESSIONAL SERVICES FOR SLE
	2/2/2024		\$ 6,314.00			PERMIT FEE FOR SLE SIDING PROJECT
ARCHITECTS WEST, INC	2/15/2024		\$ 90.00			PROFESSIONAL SERVICES FOR AE, SLE, LMS - 1/1-1/31/2024
ARCHITECTS WEST, INC	3/15/2024		\$ 360.00			PROFESSIONAL SERVICES FOR SLE
ARCHITECTS WEST, INC	4/19/2024		\$ 378.43			PROFESSIONAL SERVICES FOR SLE
ARCHITECTS WEST, INC	5/15/24		\$ 590.00			PROFESSIONAL SERVICES FOR SLE
MERICK CONSTRUCTION COMPANY	5/31/24		\$ 145,279.00			SIDING PROJECT AT SLE
ARCHITECTS WEST, INC	6/30/24		\$ 450.00			PROFESSIONAL SERVICES FOR SLE
MERICK CONSTRUCTION COMPANY	6/30/24		\$ 131,035.50			SIDING PROJECT AT SLE
MERICK CONSTRUCTION COMPANY	8/12/24			\$ 221,130.50		SIDING PROJECT AT SLE
ARCHITECTS WEST, INC	8/15/24			\$ 649.90		PROFESSIONAL SERVICES FOR SLE
MERICK CONSTRUCTION COMPANY	09/05/24			\$ 75,153.00		SIDING PROJECT AT SLE
RCHITECTS WEST, INC	10/25/2024			\$ 132.75		PROFESSIONAL SERVICES FOR SLE
ARCHITECTS WEST, INC	10/25/2024			\$ 457.37		PROFESSIONAL SERVICES FOR SLE
ARCHITECTS WEST, INC	2/4/2025			\$ 990.00		PROFESSIONAL SERVICES FOR SLE
		\$ 2,185.00	\$ 289,474.41	\$ 298,513.52	\$ -	
Athol Elementary	Date	FY2023	FY2024	FY2025	Open PO's	
PRISM ENVIRONMENTAL SERVICES	3/28/2023	\$ 2,460.00				SAMPLES & ASBESTOS PLANS FOR AE, SLE, LMS
PRISM ENVIRONMENTAL SERVICES	6/30/2023	\$ 400.00				ENVORINMENTAL TESTING FOR AE, SLE & LMS

ARCHITECTS WEST, INC	11/17/2023			,163.16			PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	12/15/2023			954.32			PROFESSIONAL SERVICES FOR AE, SLE, LMS - 11/1 - 11/30/2023
ARCHITECTS WEST, INC	1/23/2024		\$ 6	80.00			PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	2/15/2024		\$	90.00			PROFESSIONAL SERVICES FOR AE, SLE, LMS - 1/1-1/31/2024
ARCHITECTS WEST, INC	3/15/2024		•	70.00			PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	4/19/2024		\$ 2	70.00			PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	5/15/24		\$ 7	10.00			PROFESSIONAL SERVICES FOR AE
EMERICK CONSTRUCTION COMPANY	5/31/24		\$ 141,3	70.00			SIDING PROJECT AT AE
ARCHITECTS WEST, INC	6/30/24		\$ 9	90.00			PROFESSIONAL SERVICES FOR AE
EMERICK CONSTRUCTION COMPANY	6/30/24		\$ 184,2	283.50			SIDING PROJECT AT AE
EMERICK CONSTRUCTION COMPANY	8/12/24				\$ 182,235.50)	SIDING PROJECT AT AE
ARCHITECTS WEST, INC	6/30/24				\$ 726.63	8	PROFESSIONAL SERVICES FOR AE
EMERICK CONSTRUCTION COMPANY	6/30/24				\$ 55,953.00		SIDING PROJECT AT AE
ARCHITECTS WEST, INC	10/25/24				\$ 540.00)	PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	10/25/24				\$ 457.37	,	PROFESSIONAL SERVICES FOR AE
ARCHITECTS WEST, INC	2/4/25				\$ 1,046.36	•	PROFESSIONAL SERVICES FOR AE
		\$ 2,860.00	\$ 332,7	780.98	\$ 240,958.86	\$ -	
Lakeland Middle School	Date	FY2023	FY20	24	FY2025	Open PO's	
BURKE'S KLEIN'S DKI	12/15/2022	\$ 4,692.20	1120		2020	0,000	Repair/Replace Lakeland Middle School Exterior Doors
BURKE'S KLEIN'S DKI	12/15/2022	\$ 174,041.00					Repair/Replace Lakeland Middle School Exterior Doors
ARCHITECTS WEST, INC	3/28/2023	\$ 5,683.50					PROF SERVICES 2/1 - 2/28/2023 (ASSESSMENT OF LMS REPAIR)
PRISM ENVIRONMENTAL SERVICES	3/28/2023	\$ 1,725.00					SAMPLES & ASBESTOS PLANS FOR AE, SLE, LMS
ARCHITECTS WEST, INC	4/14/2023	\$ 1,767.98					PROFESSIONAL SERVICES 3/1 - 3/31/2023
EMERICK CONSTRUCTION COMPANY	4/28/2023	\$ 219,384.00					Lakeland MS Siding Project Construction Contract
CITY OF RATHDRUM	5/12/2023	\$ 6.397.00					BUILDING PERMITS AT LMS
ARCHITECTS WEST, INC	5/12/2023	\$ 4,755.30					PROFESSIONAL SERVICES 4/1 - 4/30/2023
CITY OF RATHDRUM	5/19/2023	\$ 3,866.00					PERMIT FOR LMS OUTSIDE DOORS - INSTALLED BY BURKES KLEIN (PO#10223159)
PRISM ENVIRONMENTAL SERVICES	6/30/2023	\$ 320.00					ENVORINMENTAL TESTING FOR AE. SLE & LMS
ARCHITECTS WEST, INC	6/30/2023	\$ 900.00					PROFESSIONAL SERVICES FOR LMS 6/1 - 6/30/2023
EMERICK CONSTRUCTION COMPANY	8/15/2023	• /00.00	\$ 576.8	90.00			REMAINING BALANCE FOR LMS EXTERIOR SIDING PROJECT
ARCHITECTS WEST. INC	8/15/2023			80.00			PROFESSIONAL SERVICES FOR LMS 7/1 - 7/31/2023
ARCHITECTS WEST, INC	9/15/2023			827.29			PROFESSIONAL SERVICES FOR LMS 9/1 - 9/31/2023
BURKE'S KLEIN'S DKI	10/13/2023			152.82			REMAINING BALANCE ON INSTALLATION OF LMS EXTERIOR DOORS
EMERICK CONSTRUCTION COMPANY	11/30/2023			179.00			REMAINING BALANCE FOR LMS EXTERIOR SIDING PROJECT
ARCHITECTS WEST, INC	12/15/2023			90.00			PROFESSIONAL SERVICES FOR AE, SLE, LMS - 11/1 - 11/30/2023
EMERICK CONSTRUCTION COMPANY	1/18/2024			03.00			REMAINING BALANCE FOR LMS EXTERIOR SIDING PROJECT
ARCHITECTS WEST. INC	2/15/2024			60.00			PROFESSIONAL SERVICES FOR AE. SLE. LMS - 1/1-1/31/2024
ARCHITECTS WEST, INC	4/19/2024			80.00			PROFESSIONAL SERVICES FOR LMS - FINAL BILL
ARCHITECT3 WEST, INC	4/17/2024	\$ 423,531.98		,362.11	\$ -	\$ -	FROFESSIONAL SERVICES FOR LIVIS - FINAL BILL
Activity Buses	Date	FY2023	FY20	24	FY2025	Open PO's	
NORTHWEST BUS SALES	4/15/2025				\$ 226,170.00		Repair/Replace Lakeland Middle School Exterior Doors
					\$ 226,170.00	\$ -	

Architectural Manual

for

Lakeland School District Sidewalk Replacement Projects

Kootenai County, Idaho

Bid Set



Set No. _____

ARCHITECTURAL MANUAL

LAKELAND SCHOOL DISTRICT SIDEWALK REPLACEMENT PROJECTS

OWNER: LAKELAND SCHOOL DISTRICT 15506 N. Washington Avenue Rathdrum, ID 83858

ARCHITECT/LANDSCAPE ARCHITECT: ARCHITECTS WEST, INC.

210 E. Lakeside Avenue Coeur d' Alene, ID 83814 Ph (208) 667-9402



AW #23005.05

April 7, 2025

05.21.25 LJSD Financial Follow-Up

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- $004100-BID \; FORM$
- 005000 AGREEMENT
- 007000 GENERAL CONDITIONS
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- 009000 OTHER CONDITIONS
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- AIA A312 PERFORMANCE AND PAYMENT BOND

DIVISION 1 -- GENERAL REQUIREMENTS

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- 012300 ALTERNATES
- 012500 SUBSTITUTION PROCEDURES & FORM
- 012600 CONTRACT MODIFICATION PROCEDURES
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- 013200 CONSTRUCTION PROGRESS DOCUMENTATION
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SECTION 001000 - ADVERTISEMENT FOR BID

Lakeland School District Sidewalk Replacement Projects

Sealed bids will be received by the Board of Directors of Lakeland School District, at 15506 N. Washington Avenue, Rathdrum, ID 83858 for the construction of the Lakeland School District Sidewalk Replacement Projects.

Sealed Bids must be received by 2:30 p.m. on May 1, 2025, and must be marked Sealed Bid – Lakeland School District Sidewalk Replacement Projects. Sealed Bids will be opened and publicly read at 2:30 p.m. on May 1, 2025. Bids received after this time will not be considered.

Project documents are available for at <u>www.architectswestplans.com</u>. Bidders may download digital files at no cost; Hardcopy sets are available with a refundable deposit of \$200.00 per set plus a non-refundable fee of \$30.00 per set for handling to be submitted by separate checks. Prime Contractors a may obtain one set of documents via checks payable to Architects West and mailed to Abadan Reprographics, 603 E. 2nd Ave Spokane, WA 99202. Deposits will be returned on receipt of documents for a period of ten days after bid opening, provided they are complete and in clean, usable condition. Additional or partial sets may be purchased. Bidders are encouraged to register as a plan holder at <u>www.architectswestplans.com</u>, and select "Add me as a Plan Holder". Questions regarding the plan room contact Auron (509) 747-2964 or repro@abadanspokane.com.

A complete set of contract documents will also be filed with the Plan Centers listed at <u>www.architectswestplans.com</u>.

A non-mandatory Pre-Bid Conference has been scheduled for April 17, 2025, at 8:00 a.m. local time, meeting at the District Office at 15506 N. Washington Avenue, Rathdrum, ID 83858, then followed by site tours.

No bidder may withdraw his bid after hour set for opening thereof, unless award is delayed for a period exceeding 45 days.

The Lakeland School District reserves the right to reject any or all bids and to waive informalities or irregularities in any bid.

LAKELAND SCHOOL DISTRICT JESSICA GRANTHAM, CHIEF FINANCIAL OFFICER/TREASURER

Publication Dates: April 7 & 14, 2025

002000 - INSTRUCTIONS TO BIDDERS

PART 1 - GENERAL

- 1.01 OWNER
- A. The term 'Owner' as used in the Project Manual shall mean Lakeland School District.

1.02 RECEIPT OF BIDS

- A. Sealed bids, to be entitled to consideration, shall be made in accord with Advertisement for Bids and following instructions. Responsibility and competency of bidders and their subcontractors will be considered in making the award. Owner does not obligate himself to accept lowest or any other bid. The Owner reserves right to waive any or all informalities in bidding or to reject any or all bids or any part of a single bid.
- B. Each bidder shall be solely responsible for seeing that his bid is present at specified time and place for receipt of bids. Bids received after time fixed for opening cannot be considered.

1.03 BID DOCUMENTS

- A. Comply with Advertisement for Bids.
- B. Bid and Contract Documents consist of the following:
 - 1. Architectural Manual dated: April 7, 2025
 - 2. Drawings dated: April 7, 2025
 - 3. Published Addendum

1.04 EXAMINATION OF SITE AND CONDITIONS OF WORK

- A. A non-mandatory Pre-Bid Conference for prospective bidders will be held on April 17, 2025, at 8:00 a.m. local time, meeting at the District Office at 15506 N. Washington Avenue, Rathdrum, ID 83858, to discuss the work then followed by individual site tours. Signin rosters for attendance will be provided. The architect will provide copies of the attendance rosters and compile meeting minutes which will be published in an addendum.
- B. Before submitting a proposal, the Bidder has carefully examined the Bidding Documents, Contract Documents, and the Project site, including any existing buildings, and it has satisfied itself as to the nature, location, character, quality and quantity of the Work, the labor, materials, equipment, goods, supplies, work, services and other items to be furnished, and all other requirements of the Contract Documents. The bidder has also satisfied itself as to the conditions and other matters that may be encountered at the Project site or affect performance of the Work or the cost or difficulty thereof, including but not limited to those conditions and matters affecting: transportation, access, disposal, handling and storage materials, equipment and other items; availability and quality of labor, water, electric power and utilities; availability and condition of roads; climate conditions and seasons; physical conditions at the Project site and the surrounding locality; topography and ground surface conditions; and equipment and facilities needed preliminary to and at all times during the performance of the Work. The failure of the Bidder fully to acquaint itself with any applicable condition or matter shall not in any way relieve the Bidder from the responsibility for performing the work in accordance with, and for the Contract Sum and within the Contract Time provided for in, the Contract Documents. The successful bidder, insofar as possible, in carrying out his work must employ such methods or means as will not cause any interruption of or interference with work of any other trade or contractor or school operations.

- C. Bidder's attention is directed to the fact that all applicable Federal/State Laws, City/County ordinances, and rules and regulations of all authorities having jurisdiction over project construction shall apply to contract throughout, and they will be deemed to be included in the contract as though herein written out in full.
- D. By submitting proposal, each bidder shall be held to represent that he has made the foregoing examination in complete detail and has determined beyond doubt that contract documents and existing conditions are sufficient, adequate, and satisfactory for construction work under proposed contract.

1.05 BIDDER'S REPRESENTATIONS

A. Bidder expressly represents they have conducted an examination as set forth in Paragraph 1.03 Section B above.

1.06 INTERPRETATIONS AND/OR CORRECTIONS OF BIDDING DOCUMENTS

- A. Written request for requiring clarification or interpretation. No oral interpretation will be made to any bidder as to the meaning of the contract documents. Should bidder find discrepancies in, omissions from or be in doubt as to true meaning of any part of contract documents, he should at once submit to Architect a written request for an interpretation thereof. Requests received less than 7 work days before proposals are to be received, may not be answered. Bidder submitting request will be responsible for its prompt delivery. Any interpretations of proposed documents will be made only by addenda. Neither the owner nor Architect will be responsible for any other explanations of contract documents.
- B. Notify Architect. Bidders and Sub-bidders shall promptly notify the Architect of any ambiguity, inconsistency, or error which they may discover upon examination of the Bidding Documents or of the site and local conditions. All Bidders and Sub-bidders shall thoroughly familiarize themselves with specified products and installation procedures and submit to the Architect any objections (in writing) no later than 7 days prior to the Bid Date. The submittal of the Bid constitutes acceptance of products and procedures specified as sufficient, adequate, and satisfactory for completion of the Contract.
- C. Addenda. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and/or changes. Addenda will be on file in Architect's office. In addition, addenda will be provided to each plan holder of record, but it shall be bidder's responsibility to make inquiry as to addenda issued. All such addenda shall become part of contract and bidders shall be bound by such addenda, whether or not received by bidders.

1.07 APPROVAL OF SUBSTITUTIONS

- A. **Standard.** Refer to Division 01 Section "Substitution procedures". The materials, products, procedures and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality that must be met by any proposed substitution.
- B. Each bidder represents that his bid is based upon materials and equipment described in the bidding documents.
- C. In order to establish a basis of quality, certain materials and articles are specified by designating one or more manufacturer's names, brands or model numbers. It is not the intent of the contract documents to exclude other materials or articles that measure up to the standard of those specified. Therefore, substitutions may be made only under the following conditions. (Bidders shall not rely upon approvals made in any other manner.)
 - 1. Method #1: **Substitution procedure.** No substitution will be considered prior to receipt of Bids

unless the Architect receives a written request for approval on a Substitution Request form for the Project. Each such request shall include the name of the material or equipment proposed to be replaced and a complete description of the proposed substitute, including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The proposer has the burden to prove the merit of the proposed substitute; by proposing the substitution, the Bidder represents that it has personally investigated the proposed material or product and determined that it is equal or better in all respects to that specified, that the same or better warranty will be provided for the substitution, that complete cost data, including all direct and indirect costs of any kind, has been presented, and that it will coordinate the installation of the substitute if accepted and make all associated changes in the Work. The Architect's decision of approval or disapproval of a proposed substitution shall be final. Written requests for approval shall constitute a guarantee by the Bidder that the articles or materials are in all respects, including warranty, equal or superior to those specified, unless otherwise noted. To the extent the proposed substitution will require additional services by the Architect or its consultants after Bid award, the Bidder, if successful, will be required to pay the Architect or its consultants for these services at their customary hourly rates. If the Architect approves a proposed substitution prior to receipt of Bids, the approval will be set forth in a written Addendum. Bidders shall not rely upon approvals made in any other manner.

- 2. Method #2: After award of contracts, no substitution will be permitted unless approved by Owner and Architect and an approved price adjustment is agreed upon
- 3. Note: Substitutions will not be considered if, for their implementation, they require a revision of contract documents in order to accommodate their use.
- 4. All substitution requests shall be submitted on the approved substitution request form as included in this project manual.
- 1.8 WORK PHASES AND SCHEDULE
- A. Owner invites the following bid: General construction work under one Construction Contract.
- B. Before commencing Work, submit a copy of the Contractor's construction schedule showing the sequence, commencement and completion dates, and move-out and -in dates of Owner's personnel for the Work.

1.09 TIME OF COMPLETION

- A. It is the intent of the Owner to execute a Contract and issue a 'Notice to Proceed' for the work on or about May 15, 2025.
- B. Bidder must agree to commence work as directed in written 'Notice to Proceed'. On-site work activity may commence June 7, 2025. See Drawings for additional information and restrictions.
- C Project shall be substantially complete August 22, 2025.

1.10 LIQUIDATED DAMAGES

A. Liquidated Damages. The timely completion of this project is essential to the Owner. The Owner will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime

costs, transportation costs, design fees, governmental fees, storage costs, portable and off-site rental and lost opportunities. Consequently, provisions for liquidated damages are included below. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall be responsible for and pay the liquidated damages contained in the Contract Documents.

- 1. If Substantial Completion is not attained within the specified times of completion, liquidated damages shall be enforced in the amount of \$500.00 per day per phase for each calendar day thereafter until Substantial Completion for that phase is attained. If the Owner elects, he may complete all uncompleted contract work and back charge the Contractor for all costs incurred including applicable overhead, in addition to collecting the liquidated damages.
- 2. If Final Completion for each phase is not attained within thirty (30) calendar days of Substantial Completion of each phase, liquidated damages shall be enforced in the amount of \$500.00 per day for each calendar day thereafter until Final Completion is attained. If the Owner elects, he may complete all uncompleted contract work and back charge the Contractor for all costs incurred including applicable overhead, in addition to collecting the liquidated damages.

1.11 BID DOCUMENTS & SUBMISSION

A. Bid Form:

- 1. Section 004100 Bid Form is due as specified per Advertisement for Bid.
- 2. Related Section: 012300 Alternates
- C. Submit Bids in an opaque sealed envelope marked "Sealed Bid Lakeland School District Sidewalk Replacement Projects".
- D. Oral bids, telegraphic bids, faxed bids, telephonic bids, oral modifications, and telegraphic modifications or telephonic modifications of bids will not be considered.
- E. Withdrawal of Bids: At any time prior to schedule closing time for receipt of bids, any bidder may withdraw his bid, either personally or by written request and/or telegraphic and confirmed written request. If withdrawal is made personally, proper receipt shall be given therefore. After scheduled closing time for the receipt of bids or before award of contract, no bidder will be permitted to withdraw his bid unless said award is delayed for period after date of opening exceeds 60 days. Any bids received after scheduled closing time for receipt of bids shall be returned to bidder unopened.

F. Security Deposit:

- 1. Bid Bond of a sum no less than 5% of the Bid Amount on AIA 310; or
- 2. Cashiers Check no less than 5% of the Bid Amount.
- G. Idaho State Sales Tax is to be included in the bid.

1.12 OFFER

- A. Rection of Offer: Bids may be rejected by Owner as irregular if not made in accord with the following:
 - 1. Proposals shall be submitted, made upon form attached or accompanying this Project Manual; numbers shall be stated both in writing and figures; form shall be without interlineations, alteration or erasure. All required information must be given, and all blanks must be signed in longhand by

bidder with his usual signature, executed in ink. Bids by partnerships must be signed with partnership name by one of the partners, followed by signature and designation of partner signing.

- 2. Bids by corporations must be signed with the legal name of the corporation, followed by name of the State of Incorporation and signature of the president, secretary, or other person authorized to bind it in the matter. Name of each person signing shall be typed or printed below all executed longhand signatures.
- 3. Bids shall not contain any recapitulation of work to be done.

B. Duration of Offer

- 1. Base Bids shall remain open to acceptance and shall be irrevocable for a period of forty-five (45) days after the bid closing date.
- 2. Alternate bids specified in Section 012300 shall remain applicable for forty-five (45) calendar days after receipt of bids.
- C. Acceptance of Offer
 - 1. Before submitting a Bid, the Contractor shall be authorized to do business in the State where the project is located.
 - 2. The Owner reserves the right to accept or reject any or all offers or portions thereof and waive any or all irregularities. The owner reserves the right to waive any or all informalities in bidding or to reject any or all bids or any part of a single bid. If the base bid is within the amount of funds available to finance the construction contract, then contract award will be made to the responsible bidder submitting the low base bid, or alternate bids deemed in the best interest of the owner. If the bid exceeds the amount of funds available to finance the construction contract, then the Owner may reject all bids or may award the contract to that responsible bidder submitting the low bid, consisting of a bid with such alternates or negotiated deductive items as are required to produce a net bid amount within the availability of funds. Alternate bids will be awarded at the sole discretion of the Owner as funds are available.
 - 3. If the base bid is within the amount of funds available to finance a construction contract, then contract award will be made to the responsible bidder submitting the lowest bid comprised of the sum of the base bids with or without selected alternates as Owner in its sole discretion deems to be in the best interest of the project. If the base bid exceeds the amount of funds available to finance the construction contract, then the Owner may reject all bids. Alternate bids will be selected at the sole discretion of the Owner, as funds are available.

1.13 EXECUTION OF CONTRACT

- A. Subsequent to award and within 7 work days after prescribed forms are presented for signature, bidder shall execute and deliver to the Owner a contract in form referred to in this Manual, in such number of counterparts as the Owner may require.
- B. Should successful bidder fail to enter into an agreement, furnish required insurance and furnish specified guaranty bonds within 10 days after his proposal has been accepted, the bid guarantee shall be forfeited as liquidated damages, not as a penalty. Then Owner may either award contract to next responsible bidder or re-advertise for bids.

1.14 EVIDENCE OF QUALIFICATIONS

A. Upon request of Owner, a bidder whose proposal is under consideration for award of contract, shall submit

promptly, satisfactory evidence of his financial resources, his experience and the organization, equipment, etc., he has available for performance of contract.

1.15 SUBMISSION OF POST-BID INFORMATION

- A. Upon request by the Architect, the selected bidder shall within 7 days thereafter submit the following:
 - 1. A statement of cost for each major item of work included in the bid; arrange this statement into a format matching the specifications arrangement as closely as possible, so that it can be used in a progress payment schedule guide.
 - 2. A designation of work to be performed by bidder with his own forces.
 - 3. A list of names of subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for all portions of work. Bidder will be required to establish to satisfaction of Architect and Owner the reliability and responsibility of proposed subcontractors'. Prior to award of contract, Architect will notify bidder in writing if either Owner or Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list. Subcontractors and other persons and organizations proposed by bidder and accepted by Owner and Architect must be used on work for which they were proposed and accepted and shall not be changed except with written approval of Owner and Architect.

1.16 DOCUMENTS FOR CONSTRUCTION USE

- A. The Owner shall provide up to five (5) complete hard copy sets of all Construction Documents, and PDF files of same, for the contractor's execution of the work after award of the Contract to the Contractor. These documents will include posting of all Addendum items. The Contractor may purchase, at their expense, additional sets at printing costs directly from the printing company.
- B. After award, the Architects digital files may be obtained as per Div. 01 Section "Submittal Procedures".
- 1.17 BUILDING PERMIT/PLAN REVIEW FEES
 - A. The Owner has paid and/or will pay for the following permits and fees:
 - a. Building Department Plan Review Fees.
 - b. Building Permit Fee.
 - c. Fire Department Plan Review and Inspections.
 - B. The Contractor will secure and pay for all other mechanical, electrical and plumbing permits and governmental fees, licenses, temporary connection fees, and inspections necessary for proper execution and completion of the Work which is customarily secured after execution of the Contract and which are legally required when bids are received or negotiations concluded.
 - C. The Contractor shall pay for the use of municipal or private property for storage of materials, parking, temporary obstructions, enclosures, opening and patching of streets, etc., off of the property arising from construction and completion of work.

END OF SECTION 002000

SECTION 004100 - BID FORM

1.01 THE PROJECT AND THE PARTIES

- A. PROJECT: Lakeland School District Sidewalk Replacement Lakeland School District Rathdrum, ID 83858
- B. BID OPENING DATE / TIME:
 Per Section 000100 Advertisement for Bid
 C. BID OPENING LOCATION: Per Section 000100 Advertisement for Bid
- D. SUBMITTED BY: (Bidder to enter name and address)

1.	Bid	der's Full Name	
	a.	Address	
	b.	City, State, Zip	
	c.	Phone:	
	d.	Contact Name:	

1.02 ADDENDA

- A. 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.
 - 1. Addendum(a) No. ____ through _____.

1.03 BASE BID

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Architects West for the above-mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. We have included the required security deposit as required by the Instruction to Bidders.
- C. All applicable Federal Taxes and Idaho State Sales Taxes are **included** in the Bid Sum.

1.04 ACCEPTANCE

A. This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

- B. If this bid is accepted by the Owner within the time period stated above, we will:
 - 1. Execute the Agreement within three (3) days of receipt of Intent to Award.
 - 2. Furnish the required bonds and Certificate of Insurance within seven days of receipt of Intent of Award.
 - 3. Commence work within seven days after written Notice to Proceed.
- C. 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) and Insurance, 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.

1.05 ALTERNATE BIDS

The following amounts shall be added to or deducted from (circle one) the Bid Amount. Refer to Section 012300 - Alternates: Schedule of Alternates.

- A. Alternate Bid #1: (Add) (Deduct) \$ _____
 - 1. John Brown Elementary School Right of Way Work
- B. Alternate Bid #2: (Add) (Deduct) \$_____
 - 1. Garwood Elementary School
- C. Alternate Bid #3: (Add) (Deduct)\$_____
 - 1. Athol Elementary School
- D. Alternate Bid #4: (Add) (Deduct) \$_____
 - 1. Spirit Lake Elementary School

1.06 FURTHER REQUIREMENTS

- A. The State of Idaho policy prohibits purchase of asbestos products and asbestos containing materials for use in or on any facilities, including personal and real property, where acceptable alternatives are available. The contractor certifies by submission of the Bid Proposal that the products or materials to be furnished as a result of this bid are asbestos free. The Owner will hold the contractor and/or his supplier(s) liable for any asbestos removal and replacement costs as a result of the contractor's failure to comply with this requirement.
- B. Each bid shall be accompanied by certified check, cashier's check, or bid bond in amount of at least 5% of total base bid amount. (Bid deposit in cash will not be accepted.) Make bid guarantee payable to the owner. (Note: If bid bond is used it must contain as a minimum all provisions which are contained in the current edition of AIA Document A310. If certified check or cashier's check is supplied, it must be drawn on a bank or trust company legally operating in the state in which this project will be constructed.)

1. Enclosed is bid guarantee consisting of: in the amount of 5% of the Bid Amount.

1.07 CONTRACT TIME

- If this Bid is accepted, we will: A.
 - 1. Complete the Work in accordance with prescribed schedules.
- B. The Owner will suffer financial loss if each phase of the project is not substantially complete on the date set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the work of each phase is substantially completed.
- Liquidated Damages shall be \$500.00/calendar day. The undersigned agrees, if awarded the Contract, to C. complete the entire Project(s) as stipulated in the Contract Documents. The undersigned further agrees that the Owner may retain from the compensation otherwise due, the liquidated damage costs incurred by the Owner, for each calendar day expiring beyond the time fixed for completion that the work remains not substantially completed and for each calendar day expiring beyond the date fixed for final completion of the entire Project, these amounts being more specifically described in 'Time of Completion' requirements, with such sums not to be construed in any sense as a penalty, but as agreed liquidated damages which the Owner shall sustain in the case of the failure of the undersigned to complete the Work at the time stipulated.

1.09 LISTING OF SUBCONTRACTORS

A. This project contains no scope of work for Plumbing, Heating/Ventilation/Airconditioning, or Electrical.

1.10 BID FORM SIGNATURE(S)

A. The undersigned notifies that he is, as of this date, duly licensed as an Idaho Public Works Contractor and further that he possesses State of Idaho Contractor's License No. _____, and is domiciled in the State of ______.

Dated this ______ day of ______, 20__.

Respectfully submitted,

Name of Bidder (Company)

(Seal, if bid is by a corporation)

Business Address

Signature of authorized representative

Title

Telephone Number

END OF BID FORM

SECTION 005000 - AGREEMENT FORM

PART 1 – GENERAL

1.01 REFERENCE TO AGREEMENT FORM

- A. "Standard Form of Agreement Between Owner and Contractor," AIA Document A101, 2017 Edition as published by the American Institute of Architects, 1735 New York Ave., NW, Washington D.C. 20006, as modified and supplemented by the Contract Documents will be used as the form of agreement for this project.
- B. The document is bound into this manual at the end of this section.

END OF SECTION 005000

AGREEMENT made as of the « » day of « » in the year «Two Thousand Twenty-Four» (*In words, indicate day, month and year.*)

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

«Lakeland School District 15506 N. Washington Avenue Rathdrum, ID 83858 Telephone: (208) 687-0431»

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

«To be determined by bid.»

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

«Lakeland School District Sidewalk Replacement Projects Multiple School Sites»

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

«Architects West, Inc. 210 E. Lakeside Avenue Coeur d'Alene, ID 83814 Telephone: (208) 667-9402»

The Owner and Contractor agree as follows.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 **DISPUTE RESOLUTION**
- 7 TERMINATION OR SUSPENSION
- 8 **MISCELLANEOUS PROVISIONS**
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be: (Check one of the following boxes.)

- [« »] The date of this Agreement.
- [**«X»**] A date set forth in a notice to proceed issued by the Owner.
- [« »] Established as follows: (Insert a date or a means to determine the date of commencement of the Work.)

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.



[**«X»**] By the following date: «August 22, 2025»

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates: N/A

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

CONTRACT SUM ARTICLE 4

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be $\langle \rangle \langle \langle \rangle \rangle$, subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)



§ 4.3 Allowances: N/A

§ 4.4 Unit Prices: N/A

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

«\$500.00 per day.»	

ARTICLE 5 PAYMENTS § 5.1 Progress Payments

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

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «last» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «forty-five» («45») days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to

substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201TM–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

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

«5%»

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

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows: N/A (*If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.*)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage. Retainage shall be released only upon final completion.

(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

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

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

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (yes) (*Insert rate of interest agreed upon, if any.*)

«5» % «per annum»

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. (If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

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

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

- [**«X»**] Litigation in a court of competent jurisdiction
- [« »] Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« »

« »

« » « »

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«	»

§ 8.3 The Contractor's representative: (Name, address, email address, and other information)

~	»				
** ** **	»				
~	»				
«	»				
~	»				
«	»				

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101TM 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101TM-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below: (If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

« »

ARTICLE 9 **ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor .1
- AIA Document A201[™]–2017, General Conditions of the Contract for Construction .2
- .3 Drawings

	Number	Title	Date	
.4	Specifications			
	Section	Title	Date	Pages
.5	Addenda, if any:			
	Number	Date	Pages	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits: (Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[**«X»**] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:

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

« »« »

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

OWNER (Signature)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

(Printed name and title)

SECTION 007000 - GENERAL CONDITIONS

PART 1 - FORM OF GENERAL CONDITIONS

1.01 GENERAL CONDITIONS

- A AIA Document A201, General Conditions of the Contract for Construction, 2017 Edition, attached, is the General Conditions between the Owner and Contractor.
- B. The form is bound into this manual at the end of this section.

1.02 SUPPLEMENTARY CONDITIONS

A. Refer to Document 008000 for amendments to these General Conditions.

END OF SECTION 007000

AIA Document A201° – 2017

General Conditions of the Contract for Construction

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

Lakeland School District Sidewalk Replacement Projects Multiple School Sites

THE OWNER: (Name, legal status and address)

Lakeland School District 15506 N. Washington Avenue Rathdrum, ID 83858 Telephone: (208) 687-0431

THE ARCHITECT: (Name, legal status and address)

Architects West, Inc. 210 E. Lakeside Avenue Coeur d'Alene, ID 83814 Telephone: (208) 667-9402

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GENERAL PROVISIONS

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- CONTRACTOR
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- SUBCONTRACTORS
 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
 - CHANGES IN THE WORK
 - TIME

 - PAYMENTS AND COMPLETION
 - PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- Init. . /

ADDITIONS AND DELETIONS:

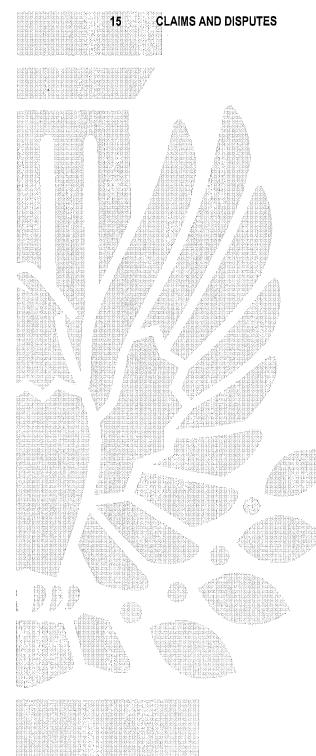
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should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

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

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

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14 TERMINATION OR SUSPENSION OF THE CONTRACT



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

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

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

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1,3.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as

would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

§ 3,5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3,6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

§ 3,12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

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

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

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

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

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

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

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

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

§ 3,12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

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

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

a specific item shall not indicate approval of an assembly of which the item is a component.

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

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

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

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 / CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

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§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
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reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; damage to the Owner or a Separate Contractor;

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 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

PROTECTION OF PERSONS AND PROPERTY ARTICLE 10

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

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

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

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

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 14.2 Termination by the Owner for Cause

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

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

Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 Accept assignment of subcontracts pursuant to Section 5.4; and

Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

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

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

§ 15.2 Initial Decision

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

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

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

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

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

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

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

05.29.25 Financial Follow-Up

Init.

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

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

§ 15.3 Mediation

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

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

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

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

§ 15.4 Arbitration

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

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

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

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

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§ 15.4.4 Consolidation or Joinder

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

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

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

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Additions and Deletions Report for

AIA[®] Document A201[®] – 2017

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PAGE 1

Lakeland School District Sidewalk Replacement Projects Multiple School Sites

Lakeland School District 15506 N. Washington Avenue Rathdrum, 1D 83858 Telephone: (208) 687-0431

Architects West, Inc. 210 E. Lakeside Avenue Coeur d'Alene, ID 83814 Telephone: (208) 667-9402 PAGE 11

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM 2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

Any use of, or reliance on, all or a portion of a building information model without agreement to written-protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

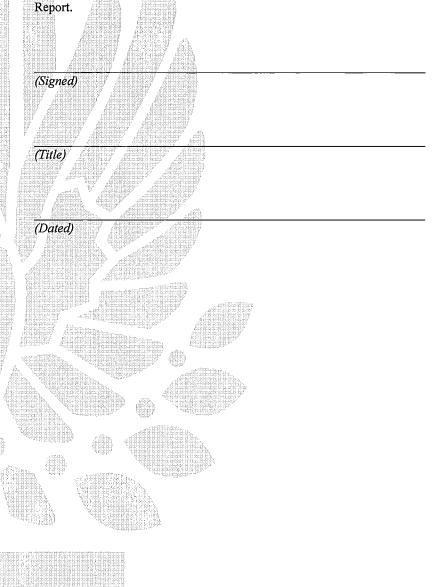
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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 11:21:18 PT on 04/03/2025 under Order No. 4104250026 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201TM – 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions



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008000 - 2017 SUPPLEMENTARY CONDITIONS

These Supplementary Conditions form a part of and are incorporated in the contract for construction and modify, delete, add and replace provisions of the "General Conditions of the Contract for Construction, "AIA Document A201-2017." Provisions not altered remain in effect. All terms defined elsewhere in the Contract Documents shall have the same meanings here, unless the context clearly indicates otherwise.

Article 1 - General Provisions

- 1.1 Basic Definitions
- 1.1.1 The Contract Documents

Add the following to the end of subparagraph 1.1.1:

The Contract Documents also include the Instructions to Bidders and Standard Forms and Compliances.

1.2 Correlation and Intent of the Contract Documents

1.2.2 Add the following to Paragraph 1.2.2:

... and shall not operate to make the Architect an arbiter to establish subcontract limits between Contractor and Subcontractor.

1.2.3 Add the following Clause 1.2.3.1 to 1.2.3:

1.2.3.1 Conflicts in the Construction Documents shall be brought to the attention of the Architect. In such instances, the following is the order of authority of the documents, the first taking highest precedence:

- 1. Agreement (Owner-Contractor)
- 2. Addenda
- 3. National, State and local codes or ordinances
- 4. Other Conditions
- 5. Supplementary Conditions
- 6. General Conditions
- 7. *Specifications (Division 1 through 33). Specifications shall govern over drawings and general notes insofar as quality of materials, thickness or gauge of materials, finish of materials, composition of materials and quality of workmanship.
- 8. *Details
- 9. *Drawings. (Figure dimensions on drawings shall govern over nominal dimensions and over drawings without figured dimensions. Largest scale drawing covering any portion of the work shall govern over small-scale drawings of same portion of work, except as noted herein for figured dimensions). Actual physical dimensions of specified stock items shall govern over dimensions shown on drawings on work to receive such stock items. Custom items or modified stock items shall be fabricated to dimensions shown on drawings or to fit into other dimensioned work.

*Note: Should conflict occur in or between Drawings, Details, and Specifications, Contractor shall be deemed to have estimated on more expensive way of doing work unless he has asked for and obtained a written decision 48 hours before submission of bids as to which method or materials will be required. If Work is shown on the drawings but not in the specifications or Work is specified or described in the specifications but not shown specifically on the drawings,

the Work is to be provided at no additional costs with specifications or clarification drawings to be issued.

Add the following Subparagraphs 1.2.4 through 1.2.6 to 1.2:

1.2.4 Conditions of the Contract shall be read by all prime contractors and by each subcontractor or sub-subcontractor and shall be considered a part of each section of the Technical Specifications. Provisions of Contract Documents are binding on the contractors, subcontractor and sub-subcontractors for all work shown or indicated on the original Contract Documents plus any additional work authorized by change order, interpretation or field orders.

1.2.5 The Contractor shall notify the Architect of any condition he finds where, in his judgment, it will be desirable to modify the requirements to produce the best results. If the Contractor fails to make such request, he is deemed to have accepted the specified and/or detailed method of installation as being adequate to product first class, satisfactory work. Manufacturer's equipment specifications are based on models and/or construction and installation methods prevailing at the date of invitation and/or advertisement to submit to manufacturer's model and/or construction changes and other variations from the items specified shall be furnished and installed at no additional cost to Owner.

1.2.6 Requests by the Contractor for written interpretations and/or detail drawings shall be made to the Architect in a timely manner such as will allow ample time for their preparation and delivery without causing delays in the work. Failure of the Contractor to request needed clarifications and/or his proceeding with affected work prior to receiving same shall indicate his acceptance of any and all costs and/or delays required on account of necessary corrections.

Article 3 - Contractor

3.3 Supervision and Construction Procedures

Add the following Subparagraph 3.3.4 to 3.3:

All grades, levels, bench marks, locations and corners shall be correctly established by the Contractor.

3.5 Warranty

Add the following sentence to the end of Subparagraph 3.5.1:

The Contractor shall maintain such warranty for a period of one (1) year from the date of Substantial Completion of the project not withstanding more extensive warranty requirements specified for certain elements and products used in the work in which case the longer warranty requirement shall apply.

3.6 Taxes

Add the following Subparagraphs 3.6.1:

3.6.1 The Contractor in consideration of securing the business of erecting or constructing public works in this state and recognizing that the business in which he is engaged is of a transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises or license fees to which he is liable become payable, agrees:

.1 To pay promptly when due all taxes (other than on real property), excises and license fees due to the State, its subdivisions, and during the term of this contract, whether or not the same shall be payable at the end of such term;

- .2 That if said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- .3 That, in the event of his default in the payment of securing of such taxes, excises, and license fees to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.
- 3.9 Superintendent

Add the following Paragraph 3.9.4:

3.9.4 Unless otherwise agreed in writing, the Superintendent shall remain on the Project site whenever Subcontractors of any tier are present and not less than eight (8) hours per day, five (5) days per week unless the job is closed down due to a legal holiday, a general strike, conditions beyond the control of the Contractor, termination of the Contract in accordance with the Contract Documents, or Final Completion is attained. The Superintendent shall not be employed on any other project during the course of the work.

3.18 Indemnification

Delete Subparagraph 3.18.1 and substitute the following:

3.18.1 Subject to the following conditions, the Contractor shall defend, indemnify, and hold harmless the Owner and the Architect and their agents, employees, and consultants, successors, and assigns, ('Indemnitee') from and against all claims, damages, losses, and expenses, direct and indirect or consequential, including costs, design professional fees, and attorney's fees incurred on such claims and in proving the right to indemnification, arising out of or resulting from any act or omission of the Contractor, its agents, any of its Subcontractors and Suppliers of any tier, and anyone directly or indirectly employed by the Contractor, any Subcontractors or Suppliers of any tier ('Indemnitor').

Add the following Subparagraphs 3.18.1.1 and 3.18.1.2 to 3.18.1:

3.18.1.1 The Contractor will fully indemnify Indemnitee for the sole negligence of the Indemnitor.

3.18.1.2 To the extent of the Indemnitor's negligence, the Contractor will indemnify Indemnitee for the concurrent negligence of the Indemnitor. The Contractor agrees to be added by the owner or the Architect as a party to any mediation or litigation with third parties in which the Owner or Architect alleges indemnification or contribution from the Contractor, any of its Subcontractors or Suppliers of any tier, any one directly or indirectly employed by any of them, or any one for whose acts any of them may be liable. The Contractor agrees that all of its subcontractors and suppliers of any tier will in the subcontractor(s) or Suppliers of any tier. To the extent any portion of this indemnification provision is stricken by a court for any reason, all remaining provisions shall retain their vitality and effect.

Change Subparagraph 3.18.2 to 3.18.3 and add the following subparagraph:

3.18.2 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Owner's Agent, and the Architect and their agents and employees from all suits, action, claims of any character, damages, losses and expenses, including, but not limited to, attorney's fees, brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in

safeguarding the work, or through the use of unacceptable materials in the construction of the improvement, or on account of any act or omission by the Contractor or the Owner or their employees, or agents, or from any claims or amounts arising or recovered under the workmen's compensation laws or any other law, bylaw, ordinance, regulation, order, or decree. During the prosecution of the work the Contractor shall be responsible for all damage or injury to any person or property of any character resulting from any act, omission, neglect or misconduct in the manner or method of executing said work satisfactorily, or due to the non-execution of said work at any time, or due to defective work or materials. This responsibility shall include all claims arising from acts before the date of issuance of the Certificate of Substantial Completion. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any part or person described in this Paragraph 3.18.

Add the following Subparagraphs to 3.18:

3.18.4 In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.18 shall not be limited in any way on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.18.5 The obligations of the Contractor under this Paragraph 3.18 shall not extend to the liability of the Architect, his agents, or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

3.18.6 Add the following:

The Contractor shall maintain policies of employment as follows:

3.18.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor shall take affirmative action to insure that appliances are employed, and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination.

3.18.6.2The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

Article 7 - Changes in the Work

7.2 Change Orders

Add the following 7.2.2:

7.2.2 Any Change Order prepared, including but not limited to those arising by reason of the parties' mutual agreement or by mediation, shall constitute a final and full settlement of all matters relating to or affected by the change in the work, including, but not limited to, all direct, indirect, and consequential

costs associated with such change and any and all adjustments to the Contract Sum and Contract Time. In the event a Change Order increases the Contract Sum, the Contractor shall include the work covered by such Change Order in the Application for Payment as if such work were originally part of the Project and Contract Documents.

7.2.3 By the execution of a Change Order, the Contractor agrees and acknowledges that he has had sufficient time and opportunity to examine the change in work which is the subject of the Change Order and that he has undertaken all reasonable efforts to discover and disclose any concealed or unknown conditions which may to any extent affect the Contractor's ability to perform in accordance with the Change Order. Aside from those matters specifically set forth in the Change Order, the Owner shall not be obligated to make any adjustments to either the Contract Sum or Contract Time by reasons of any conditions affecting the change in work addressed by the Change Order which could have reasonably been discovered or disclosed by the Contractor's examination.

7.2.4 When requested by the architect, the contractor shall prepare prices for additional work.

7.2.5 For ease of administration, the Owner may seek changes in the work via a Change Order Proposal that will address a specific change or similar set of changes. Once agreed to, individual Change Order Proposals will be packaged into a Change Order.

7.2.6 The Contractor shall provide a cost breakdown for all adjustments in the contract sum, i.e. Change Orders, Change Order Proposals, and Construction Change Directives using the methodology described in 7.3.7. Section 7.3.8, 7.3.9, and 7.3.10 shall apply to all changes in the contract including Change Orders and Change Order Proposals.

7.3 Construction Change Directives

Delete Subparagraph 7.3.5 in its entirety and substitute the following:

7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved, and within five (5) working days, advise the Architect, in writing, of the Contractor's agreement or disagreement with the cost or method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. If the Contractor disagrees, it shall set forth in writing and detail the reasons for its disagreement and the amount or other terms that is proposes. WITHOUT SUCH TIMELY WRITTEN NOTICE, THE CONTRACTOR SHALL CONCLUSIVELY BE DEEMED TO HAVE ACCEPTED THE OWNER'S VALUE OR METHOD OF ADJUSTMENT. The Contractor's disagreement shall in no way relieve the Contractor of its obligation to comply promptly with any written noticed issued by the Owner or Architect. The ultimate adjustment shall not exceed the larger amount under dispute, be it the Contractor's or the Owner's stated figure. The method of the adjustment shall then be determined by the Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the Change, in strict accordance with this Paragraph 7.3 and other applicable provisions of the Contract Documents.

Delete Subparagraph 7.3.6, in its entirety.

7.3.7 shall become 7.3.67.3.8 shall become 7.3.77.3.9 shall become 7.3.87.3.10 shall become 7.3.9

Delete the last sentence of Subparagraph 7.3.6 and substitute the following:

If the Contractor disagrees pursuant to Subparagraph 7.3.5, or if cost is to be determined under Clause

7.3.3.3, the Contractor shall keep and present, in such forms as the Architect may prescribe, an itemized accounting together with supporting data. In order to facilitate checking of such quotations, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by complete itemization of costs, including labor, materials, and subcontract costs. Labor and materials shall be itemized in the manner described below. When major cost items arise from Subcontractors or Suppliers of any tier, these items shall also be itemized. Approval may not be given without such itemization. Failure to provide data within fourteen (14) days of the Architect's request shall constitute waiver of any Claim for changes in the Contract Time or Contract Sum. The total cost of any change including a Claim under Paragraphs 15.1.4 or 15.1.5 shall be limited to the reasonable value as determined by the Architect (subject to appeal through the dispute resolution procedure of Article 15), according to the following. Unless otherwise agreed in writing by the owner, the cost shall not exceed the lower of the prevailing cost for the work in the locality of Project, or the cost of the work in the current editions of the R.S. Means Company, Inc., Building Construction Cost Data.

a. Direct Labor Costs

These are the estimated labor costs determined by either the estimated or actual number of additional craft hours and the hourly costs necessary to perform the change in Work; or the unit labor costs applied to the material quantities, providing the unit labor costs are developed from the above craft cost; whichever is applicable, according to industry practice.

1. Basic Wages

Current hourly wage rates, for all laborers, apprentices, journeyman, crew foreman, and general foreman performing and/or directly supervising the Changed Work on the site.

Prior to the first Change in the Work, the General Contractor shall provide Direct Labor Costs for all pay levels for major subcontractors and General Contractor's own forces for review and approval by the Owner and Architect. These approved rates shall be the basis for all Changes in the Work for the Project.

The premium portion of overtime wages is not included unless pre-approved by the Owner.

- 2. Fringe Benefits Fringe benefits paid by the Contractor.
- 3. Workman's Insurances Direct contributions to the State or to other carriers as Industrial Insurance.
- 4. Federal Insurances Direct Contributions required by the Federal Insurance Compensation Act, (FICA); Federal Unemployment Tax Act (FUTA); and State Unemployment Tax.

b. Direct Material Costs

This is an itemization of the quantity and cost of additional materials necessary to perform the change in the Work. These costs shall be determined by the unit costs applied to the quantity and extended. The unit costs shall be based on the following:

- (1) The net costs after all offered or available discounts or rebates.
- (2) Freight costs; express charges; or special delivery costs when applicable.

No lump sum costs will be allowed except when approved in advance by the Architect.

c. Construction Equipment Usage Costs

This is an itemization of the actual length of time construction equipment appropriate for the Work will be used solely on the change in the Work at the site times the applicable rental costs as established by the lower of the prevailing rate published in The Rental Rate Blue Book by Data Quest, San Jose, California, or the actual rate paid as evidence by rental receipts. Small tools are not considered equipment and are not separately compensable. Actual, reasonable mobilization costs are permitted if the equipment is brought to the Site solely for the change in the Work.

If more than one rate is applicable, the lowest rate will be utilized. The rates in effect at the time of the performance of the Change work are the maximum rates allowable for equipment of modern design and in good working condition and include full compensation for furnishing all fuel, oil, lubrication, repairs, maintenance, and insurance. Equipment not of modern design and/or not in good working condition will have lower rates. Hourly, weekly, and/or monthly rates, as appropriate will be applied to yield the lowest total cost. The rate for equipment necessarily standing by for future use on the Work shall be 50% of the rate established above.

- d. Prime Subcontractor's Proposals These are payments the Contractor makes directly to Subcontractors for changes work performed by the Subcontractor of any tier. Subcontractor's cost of Work is to be determined as in a, b, and c above.
- e. Fees

This is the allowance for all combined overhead, profit, and other costs, including all office, home office, and site overhead (including project manager, project engineer, and superintendent's time), and includes delay, acceleration, and impact costs of any kind, added to the total cost to the Owner of any Change Order, Construction Change Directive, Claim or any claim for additional work or extra payment of any kind on this Project. It shall be strictly limited in all cases to the following schedule:

(1) Fee by the Contractor When actually Performing the Work

A total amount, no to exceed 15% of items a, b, and c above will be allowed. This is to compensate such contractor for all personnel not defined in a(1) above; temporary construction facilities,, home office costs; office engineering and estimating costs; and profit plus any other cost incidental to the performance of the change in work.

(2) Fee by the Contractor or Subcontractors When not Actually Performing the Work

Contractor

- (a) A total amount not to exceed 8% of the total amount of Subcontractor's proposal as defined in item 'd' above will be allowed for the Fee marking up the Work of the Subcontractor's actually performing the change in the Work.
- (b) No direct labor by the Contractor will be allowed added to a Subcontractor's proposal. Contractor's direct labor, if required, must be submitted as outlined in Direct Labor Costs.
- (3) Subcontractor Administering but not Performing the Work
 - In the case of a Subcontractor of any tier providing pass-through administration of a change, i.e., a change in which Work is performed by a lower tier Subcontractor to a Subcontractor, the administering Subcontract will be limited to a maximum of 8% Fee on the amount of the changed Work performed by its sub-subcontractor. A maximum total of 15% Fee will be allowed for administration by the administering Subcontractors and Contractor combined on Work performed by lower tier Subcontractors. In no case shall the total amount of Fee computed on a change, including lower tier Subcontractor, Sub-Subcontractor, and Contractor exceed a total of 30%.

- f. Cost of any Increase or Decrease in Premium by Insurance and Bond Caused by the Change.
 - General Contractor's Liability Insurance To the above, the costs of any changes in a Contractor's Liability Insurance arising directly from changed Work may be added.
 - (2) Bond To the above, the cost of the additional premium for the Contractor's bond arising directly from the changed work may be added.
 - B & O Tax Upon request, the Contractor shall provide the Owner with supporting documentation from its insurer or surety.
- g. Deductive Changes

Items a, b, c, d, and f will be itemized for deductive changes in the Work.

- h. Additive Changes and Deductive Changes Together
 - (1) If a change in the Work involves both additive and deductive changes, the appropriate Fee amount allowed will be added to the net difference of items a, b, c, and d.
 - (2) If other additive changed items are included in the same change proposal, the appropriate Fee allowed is to be applied to these individual changed items.
- 7.4 Minor Changes in the Work

Add the following sentence: Minor changes in the work will be accomplished utilizing Architects Supplemental Instructions (ASI).

Article 8 – Time

Add the following 8.2.4:

8.2.4 Liquidated Damages. The timely completion of this project is essential to the Owner. The Owner will incur serious and substantial special, incidental and consequential damages if Substantial Completion of the Work does not occur within the Contract Time; however, it would be difficult if not impossible to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, design fees, governmental fees, storage costs, portable and off-site rental and lost opportunities. Consequently, provisions for liquidated damages are included below. The Owner's right to liquidated damages is not affected by partial completion, occupancy, or beneficial occupancy. The Contractor shall be responsible for and pay the liquidated damages contained in the Contract Documents.

Article 9 - Payments and Completion

- 9.3 Applications for Payment
- 9.3.1 Add the following:

In absence of section "Payment Procedures" in Division One of the specifications, this section will apply.

9.6.3 Add the following to Subparagraph 9.6.3:

The Owner, at his discretion, shall have the right to require the General Contractor to provide an audit of all payments made to Subcontractors and Suppliers. The Owner shall also have the right to require the General Contractor to furnish verification of payments made and/or Release of Claims for Payments on Owner-provided form from each Subcontractor and Supplier with each pay application.

9.8 Substantial Completion

9.8.5 Add the following sentence to Subparagraph 9.8.5:

The payment shall be sufficient to increase the total payment to ninety-five (95) percent of the Contract sum less such amounts as the Architect shall determine for all incomplete work and unsettled claims.

9.10 Final Completion and Final Payment

Add the following Clause 9.10.1.1 to 9.10.1:

9.10.1.1The final retainage shall become due and payable to the Contractor in not less than thirty (30) days after the issuance of the final Certificate for Payment by the Architect.

Portions of Subparagraph 9.10.1 not in conflict with this modification shall remain in effect.

Add the following new paragraph and sub paragraphs to Article 9:

9.11 - Liquidated Damages

9.11.1 The Owner will suffer financial loss if the project is not substantially complete on the dates set forth in the Contract Documents. The Contractor and the Contractor's surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the work is substantially completed (damages may be accessed or withheld for each milestone date or phase indicated on the documents from progress payments when contractors work falls behind work schedule).

Article 11 - Insurance and Bonds

11.1.1 Add the following sentence and subparagraphs to the end of Paragraph 11.1.1: Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

- 1. Premises Operations (including X-C/U as applicable)
- 2. Independent Contractor's Protective
- 3. Products and Completed Operations
- 4. Personal Injury Liability with Employment Exclusion deleted
- 5. Contractual Including specified provision for Contractor's obligation.
- 6. Owned, non-owned and hired motor vehicles
- 7. Broad Form Property Damage including completed operations
- 8. Umbrella Excess Liability

11.1.1 Add sub-subparagraphs as follows:

11.1.1.1The Owner, Project Manager, Architects West, Inc., and their respective offices, directors, agents, and employees shall be named as additional insureds on the insurance required in 11.1.1 above and the insurance shall contain the severability of interest clause as follows:

The Contractor shall indemnify, defend and save harmless the Owner, Owner's Agent, the Architect, and the Architect's Consultants from and against all claims, damages, costs, legal fees, expenses, actions and suits whatsoever including injury or death of others or any employee of the Contractor, subcontractors, or the sub-subcontractors, agents or employees, caused by failure to comply fully with any term or condition of the contract, or caused by damage to or loss of use of property, directly or indirectly, by the carrying out of the work, or caused by any matter of thing done, permitted or omitted to be done by the Contractor, his agents, subcontractors or employees. The Owner, Owner's Agent, Architect, and Architect's consultants shall be named as additional insured on the Contractors liability policy.

"The insurance afforded herein applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's 'liability'."

The insurance required by subparagraph 11.1.1 shall be written for not less than the following, or greater if required by law:

- .1 Worker's Compensation:
 - (a) State: Statutory
 - (b) Employer's Liability: Statutory
- .2 Comprehensive General Liability (including Premises- Operations; Owners Contractor Protective; Products and Completed Operations; Broad Form Property Damage; with Owner named as additional insured):
 - (a) Bodily Injury:
 - \$2,000,000 Each Occurrence
 - (b) Property Damage: \$2,000,000 Each Occurrence
 - (c) Products and Completed Operations to be maintained for 3 years after final payment
 - (d) Property Damage Liability Insurance shall provide X, C and U coverage as applicable
- .3 Contractual Liability:
 - (a) Bodily Injury: \$2,000,000 Each Occurrence
 (b) Property Damage: \$2,000,000 Each Occurrence
- .4 Personal Injury, with Employment Exclusion deleted: \$2,000,000 Each Occurrence

11.2.1 Add deductible to be \$1,000.00. Deductible to be paid by Contractor in event of a claim.

Article 13 – Miscellaneous Provisions

Add Paragraph 13.6 and add the following Paragraphs 13.6.1 – 13.6.5:

13.6.1 Time Limits on Claims. A Claim, including those in connection with concealed or unknown

conditions by either party must be made by written notice to the Architect within ten (10) days from the date of the occurrence of the event or discovery of the condition giving rise to the Claim or within ten (10) days from the date that the Claimant knew or should have known of the event or condition. Unless the Claim is made within the aforementioned time requirements, it shall be deemed to be waived. The written notice of Claim shall include a factorial statement of the basis for the Claim, pertinent dates, contract provisions offered in support of the Claim, additional materials offered in support of the Claim, and the nature of the resolution sought by the Claimant. The Architect will not consider, and the Owner shall not be responsible or liable for, any claims from subcontractors, suppliers, manufacturers or other persons or entities not a party to this contract. Once a Claim is made, the Claimant shall cooperate with the Architect and the party against whom the Claim is made in order to mitigate the alleged or potential damages, delay or other adverse consequences arising out of the condition.

13.6.2 If the Contractor is delayed by the Owner or the Architect, or by any employee of either, or by a separate contractor employed by the Owner, or by Change Orders in the Work, the Contractor's sole remedy shall be a time extension for the completion of the Work. However, this paragraph does not exclude the recovery of the Owner for money damages occasioned by the Contractor's delay under the provisions of the Contract Documents.

13.6.3 The Contractor's right to proceed shall not be terminated nor the Contractor charged with resulting damage if (1) the Contractor is delayed in the completion of the Work arising from incidents beyond the control and without fault or negligence of the Contractor, limited to the following: Intentional or negligent act of the Owner or the Architect, or by any employee of either, or by a separate Contractor employed by the Owner, or by Change Orders in the Work, fires, floods, epidemics, acts of a public enemy, then the time for completion of the Contract shall be extended by a Change Order for such reasonable time as the Architect may determine; and (2) the Contractor, whenever possible at least ten (10) days before the beginning of the delay occurs, notifies the Architect within writing with ten (10) days from the beginning of such delay; and (3) the Contractor provides a written estimate of the number of days the project will be delayed.

13.6.4 Final Payment to Contractor

Acceptance of final payment by the Contractor shall constitute a waiver of Claims as described in Subparagraph 9.10.4.

13.6.5 Change Orders

The execution of a Change Order shall constitute a waiver of Claims by the Contractor arising out of the Work to be performed or deleted pursuant to the Change Order, except as specifically described in the Change Order. General reservations of rights will be deemed waived and void.

Article 15 – Claims and Disputes

15.1.3 Notice of Claims

Replace Paragraph 15.1.3.1 with the following:

15.1.3.1The Contractor shall submit all Claims to the Owner and the Architect and to Initial Decision Maker in writing within ten (10) days of the discovery of the event(s) giving rise to them and shall include a clear description of the Claim, the proposed change in the Contract Sum and/or Time of the Claim, and provide data supporting the Claim. The Claim shall be deemed to include all direct and indirect changes in cost and in time to which the Contractor as well as Subcontractors and Suppliers of any tier are entitled. Prior to the initiation of the dispute resolution procedure, the Owner or its representatives shall have the right to audit and copy the Claim-related books and records of the Contractor and of any Subcontractor or Supplier of any tier whose claim is a part of or included in the

Claim. The claim of a Subcontractor or Supplier of any tier may be brought only through the Contractor and only after the Contractor notifies the Owner in writing that the Contractor has reviewed the Claim and believes to be meritorious.

15.3 Mediation

In Subparagraph 15.3.2 delete the last 2 sentences.

Add the following to Subparagraph 15.3.4:

If the Claim is not resolved first in any other dispute resolution procedure, neither the Contractor nor any Subcontractor or Supplier of any tier many bring a claim against the Owner in litigation unless the claim is first subject to nonbonding mediation before a single mediator under the Voluntary Construction Mediation Rules of the American Arbitration Association. This requirement cannot be waived except by an explicit written waiver signed by the Owner and the Contractor. An officer of the Contractor and the Superintendent of the Owner, both having full authority to settle the claim, must attend the mediation session. To the extent there are other parties in interest, such as the Architect, Subcontractors or Suppliers of any tier, their representatives, with full authority to settle the claim, shall also attend the mediation session. Unless the Owner and the Contractor mutually agree in writing otherwise, all unresolved Claims on the Project shall be considered at a single mediation session which shall occur prior to Final Acceptance by the Owner. The Contractor is responsible for initiating the mediation procedure.

15.4 Delete entirely all Subparagraphs in 15.4.

END OF SUPPLEMENTARY CONDITIONS

009000 - OTHER CONDITIONS

PART 1 - GENERAL

1.01 FORMS

A. The Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions of the Contract (AIA Document A201, 2017 Edition), Supplemental Conditions of the Contract and these Other Conditions are part of agreement to be entered into between Contractor and Owner. It shall be responsibility of Contractor and each Subcontractor to appraise themselves of all conditions, limitations and requirements of these documents which are considered a part of each section and each specification Division (#1 through #33of this Project Manual) as if printed therein.

1.02 COMPLIANCE WITH STATE LAWS

- A. "Each contractor shall comply with the following codes and laws:
 - 1. Relating to contractor's bond;
 - 2. Relating to affirmative action;
 - 3. Relating to offshore items;
 - 4. Relating to hours of labor;
 - 5. Relating to discrimination;
 - 6. Relating to provisions for the aged and physically handicapped;
 - 7. and the International Building Code, 2018 Edition.

1.03 IDAHO PUBLIC WORKS CONTRACT REPORTS

The following is Section 54, 1904A, Idaho Code: "Within 30 days after any public works contractor Α. who is required to be licensed pursuant to this chapter has been awarded contract for construction to be performed within the State of Idaho involving the expenditure of any public moneys, the contract awarding agency shall file with the tax collector a signed statement showing the date on which such contract was made or awarded, including all subcontractors, the State of Incorporation if party is a corporation, the project number and general description of the type and location of the work to be performed, the amount of the prime contract and all subcontracts, all other relevant information which may be required on forms which may be prescribed by the tax collector. Every contractor or subcontractor whose name appears on any such notice shall be required to file income taxes which may be due thereof pursuant to law for all years in which any public moneys were received by him in connection with any construction work which was performed within the State of Idaho. A failure to pay any income taxes which may be due thereon, in addition to all other penalties therefore as provided by law, shall constitute a ground for suspension or revocation of license, as in the act provided. In addition to the requirements specified, and prior to the approval of any claims on account of construction of buildings, the Owner shall require the contractor to furnish evidence that he has paid all taxes, excises and license fees due to the State and its taxing units, due and payable during the term of the contract for such construction, and that he has secured all such taxes, excises and license fees liability for the payment of which has accrued during the term of such contract, not withstanding they may not yet be due or payable.

1.04 OTHER STATE OF IDAHO REQUIREMENTS

A. I.C. 63-1503: The contractor, in consideration of securing the business of erecting or construction public work in this State, recognizing that the business in which he is engaged is of transitory character, and that in the pursuit thereof, his property used therein may be without the State when taxes, excises, or license fees to which he is liable become payable, agrees:

- 1. To pay promptly when due all taxes (other than on real property), excise and license fees due to the State, its subdivision, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term:
- 2. That is the said taxes, excises, and license fees are not payable at the end of the said term, but liability for the payment thereof exists even though the same constitute liens upon his property, to secure the same to the satisfaction of the officers charged with the collection thereof; and,
- 3. That in the event of his default in the payment or securing of such taxes, excises, and license fees, to consent that the Department, Officer, Board or taxing unit entering into this contract may withhold from any payment due him hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.
- 4. I.C. 44-1001. Employment of residents of Idaho-Wage scale Federal Funds. In all state, county, municipal and school construction, repair and maintenance work under any of the laws of this state the contractor, or person in charge thereof must employ ninety-five percent (95%) bona fide Idaho residents as employees on any such contracts except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided however, in all cases such employers must give preference to the employment of bona fide Idaho residents in the performance of such work; provided, that in work involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing labor preference to honorably discharged soldiers, sailors, marines, prohibiting as unlawful any other preference of discrimination among the citizens of the United States.
- B. I.C. 44-1002. Terms of employment and wage contracts. In all contracts hereafter let for state, county, municipal, and school construction, repair and maintenance work under any of the laws of this state there shall be inserted in each of said contracts a provision by which the contractor must employ ninety-five percent (95%) bona fide Idaho residents as employees on any job under any such contract except where under such contracts fifty (50) or less persons are employed the contractor may employ ten percent (10%) nonresidents, provided, however, in all cases employers must give preference to the employment of bona fide residents in the performance of said work, and no contract shall be let to any person, firm, association, or corporation refusing to execute an agreement with the above-mentioned provisions in it; provided, that in contracts involving the expenditure of federal aid funds this act shall not be enforced in such a manner as to conflict with or be contrary to the federal statutes prescribing a labor preference or discrimination among citizens of the United States.
- C. Under Idaho Code 44-1103 as it was originally passed in 1939, a bona fide resident was a person who at the time of said employment and immediately prior thereto resided in this state for not less than one year.
- D. I.C. 67-2348. Preference for Idaho domiciled contractors on public works. To the extent permitted by federal laws and regulations, whenever the State of Idaho, or any department, division, bureau or agency thereof, or any city, county, school district . . , or other public body, shall let for bid any contract to a contractor for any public works, the contractor domiciled outside the boundaries of Idaho shall be required in order to be successful to submit a bid the same percent less than the lowest bid submitted by a responsible contractor domiciled in Idaho as would be required for such an Idaho domiciled contractor to succeed over the bidding contractor domiciled outside Idaho on a like

contract being let in his domiciliary state.

- E. I.C. 67-2349. Preference for Idaho suppliers for purchases. To the extent permitted by federal laws and regulations, whenever the State of Idaho or... school district, ... or other public body, shall let for bid any contract for purchase of any materials, supplies or equipment, the bidder domiciled outside the boundaries of Idaho shall be required in order to be successful, to submit a bid the same percent less than the lowest bid submitted by a responsible bidder domiciled in Idaho as would be required for such an Idaho domiciled bidder to succeed over the bidder domiciled outside Idaho on a like contract being let in his domiciliary state.
- F. (Please Note: I.C. 67-2348 and 67-2349 apply only to contractors and suppliers domiciled in states that have restrictive or special conditions (i.e. Montana) applying to contractors and suppliers domiciled in other states.
- H. Pursuant to Idaho Code 67-2346, Bidder agrees that by executing the Bid Response Form, Bidder is certifying that Bidder is not engaged in, and will not engage for the duration of the contract in, any boycott of goods or services from Israel or territories under its control.
- I. Pursuant to Idaho Code 67-2359, Bidder agrees that by executing the Bid Response Form, Bidder is certifying that Bidder is not now owned and will not be owned for the duration of the contract, by the government of China.
- 1.05 PUBLIC WORKS CONTRACTOR'S LICENSE
- A. Comply with requirement of the State of Idaho.
- 1.06 INCORPORATION OF ASBESTOS CONTAINING MATERIALS (ACM)
- A. The use or incorporation of ACM in this project is strictly forbidden. The General Contractor and each and every subcontractor and supplier furnishing materials for this project will furnish at the owner's request written certification that no ACM has been incorporated into the work.
- 1.07 FURNISH CURRENT EQUIPMENT
- A. Equipment furnished under this contract will be new equipment furnished from the manufacturer's current catalog. Obsolete equipment will not be acceptable. (The manufacturer's catalog at bid time is the standard of reference.)

END OF OTHER CONDITIONS

CONTRACTOR:

(Name, legal status and address)

ess) (Name, legal status and principal place of business)

SURETY:

To be determined by bid.

OWNER:

(Name, legal status and address) Lakeland School District 15506 N. Washington Avenue Rathdrum, ID 83858 Telephone: (208) 687-0431 BOND AMOUNT: \$ « »

PROJECT:

(Name, location or address, and Project number, if any) Lakeland School District Sidewalk Replacement Projects Multiple School Sites

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

 (Witness)
 (Seal)

 (Witness)
 (Title)

 (Witness)
 (Surety)

 (Witness)
 (Surety)

 (Witness)
 (Title)

(Name, legal status and address)

SURETY: (Name, legal status and principal place of business)

To be determined by bid.

OWNER:

(Name, legal status and address) Lakeland School District 15506 N. Washington Avenue Rathdrum, ID 83858

CONSTRUCTION CONTRACT

Date: «» Amount: \$ «» Description: (Name and location) Lakeland School District Sidewalk Replacement Projects Multiple School Sites

BOND

Date:	
(Not earlier than Construction Contrac.	t Date)
« »	
Amount: \$ « »	
	None
CONTRACTOR AS PRINCIPAL	SURETY
Company: (Corporate Seal)	Company: (Corporate Seal)
Signature:	Signature:
Name and <u>« »« »</u>	Name and <u>« »« »</u>
Title:	Title:
(Any additional signatures appear on the	he last page of this Payment Bond.)
(FOR INFORMATION ONLY - Name,	address and telephone)
AGENT or BROKER:	OWNER'S REPRESENTATIVE:
	(Architect, Engineer or other part
« »	«»

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

« »				
(Space is provided CONTRACTOR AS		ional signatures of add	ded parties, other tha SURETY	in those appearing on the cover page.)
Company:		(Corporate Seal)	Company:	(Corporate Seal)
Signature:			Signature:	
Name and Title:	« »« »		Name and Title:	« »« »
Address:	« »		Address:	« »

(Name, legal status and address)

SURETY: (Name, legal status and principal place of business)

To be determined by bid.

OWNER:

(Name, legal status and address) Lakeland School District 15506 N. Washington Avenue Rathdrum, ID 83858

CONSTRUCTION CONTRACT

Date: «»
Amount: \$ «»
Description:
(Name and location)
Lakeland School District Sidewalk Replacement Projects
Multiple School Sites

BOND

« » « »

Date: (Not earlier than Construction Cons « » Amount: \$ « » Modifications to this Bond: « »	tract Date) None	« » See Section 16
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and « »« » Title: (Any additional signatures appear of	Signature: Name and Title: <i>on the last po</i>	« »« » age of this Performance Bond.)

 (FOR INFORMATION ONLY - Name, address and telephone)

 AGENT or BROKER:
 OWNER'S REPRESENTATIVE:

 (Architect, Engineer or other party:)

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**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the

Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

« »

(Space is provided CONTRACTOR AS	v	ional signatures of add	led parties, other tha SURETY	in those appearing on the cover page.)
Company:		(Corporate Seal)	Company:	(Corporate Seal)
Signature: Name and Title: Address:	« »« » « »		Signature: Name and Title: Address:	« »« »

## SECTION 011000 - SUMMARY

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

### 1.2 SUMMARY

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Use of premises.
  - 4. Owner's occupancy requirements.
  - 5. Work restrictions.
  - 6. Specification formats and conventions.
- B. Related Sections include the following:
  - 1. Division 1 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

### 1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Lakeland School District Sidewalk Replacement Projects
- B. Project Locations:
  - 1. Base Bid Work: John Brown Elementary School, Lakeland Middle School, and Lakeland High School, Kootenai County, Idaho.
  - 2. Alternate Bid Work: John Brown Elementary School Right of Way Work, Athol Elementary School, Spirit Lake Elementary School, and Garwood Elementary School, Kootenai County, Idaho.
- C. The Work consists of the following:
  - 1. The Work includes building demolition, selective demolition, new building construction, additions and renovation of existing building construction.
    - a. The site construction includes selective demolition and concrete paving.

# 1.4 TYPE OF CONTRACT

A. General contract for construction.

### 1.5 WORK UNDER SEPARATE CONTRACTS

A. No work under separate Contract.

#### 1.6 USE OF PREMISES

A. General: Contractor shall have full use of premises for construction operations, including use of Project site, to the extent shown on the Phasing plan and the other Drawings during construction period. Contractor's use of premises is limited only by Owner's right occupy and maintain

limited operations during the time that school is open and as indicated in the phasing plan, and to perform work or to retain other contractors on portions of Project. The Contractor shall cooperate and coordinate with the Owner's Representative for all construction activities.

- 1. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, students, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
  - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

# 1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy a portion of the premises until, as indicated in the drawings. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits where they are not affected by the construction. Provide temporary egress and enclosures from portions of the building where existing exits are affected by the new construction, comply with authorities have jurisdiction for safe egress paths of occupants to the public way.
  - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
  - 2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
  - 3. Coordinate with owner all access and egress requirements for the conduction of school activities concurrent with construction activities.

# 1.8 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed during normal working hours of between 7 a.m. to 5 p.m., Monday through Friday, except otherwise arranged by agreement between the Contractor and the Owner.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities in use by others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify authorities having jurisdiction of not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without written permission.
- C. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
  - 1. Notify Construction Manager not less than two days in advance of proposed disruptive operations.
  - 2. Obtain Construction Manager's written permission before proceeding with disruptive operations.
- D. Nonsmoking Building: Smoking is not permitted on School District property, including the construction site.

- E. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.
- F. Contractors doing demolition, excavation, clearing, construction, or landscaping work must check with Authorities Having Jurisdiction regarding Dust Control Plan requirements and get approval prior to the start of any of the work.
- G. Burning is prohibited at all times.

# 1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Architectural Manual.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

# SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

# 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

# 1.4 **PROCEDURES**

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES (The Contractor's bid shall correspond to the alternates described in Division 01.)

#### A. Alternate # 1: John Brown Elementary School – Right of Way Work

- 1. Alternate Bid: This alternate includes the portion of the work contained within the right of way associated with Washington Avenue. This work is an addition to the Base Bid work. See drawings.
- 2. Base Bid: All work on Lakeland School District Property associated with John Brown Elementary School. See drawings.

### B. Alternate # 2: Garwood Elementary School

- 1. Alternate Bid: This alternate includes, but is not limited to, the work identified on the drawings as Alternate No. 1 for Garwood Elementary School.
- 2. Base Bid: No work at Garwood Elementary School.

#### **B** Alternate # 3: Athol Elementary School

- 1. Alternate Bid: This alternate includes, but is not limited to, the work identified on the drawings as Alternate No. 1 for Athol Elementary School.
- 2. Base Bid: No work at Athol Elementary School.

#### C. Alternate # 4: Spirit Lake Elementary School

- 1. Alternate Bid: This alternate includes, but is not limited to, the work identified on the drawings as Alternate No. 1 for Garwood Elementary School.
- 2. Base Bid: No work at Spirit Lake Elementary School.

END OF SECTION 012300

# SECTION 012500 - SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:
  - 1. Division 01 Section "Alternates" for products selected under an alternate.
  - 2. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
  - 3. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

#### 1.3 DEFINITIONS

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

### 1.4 SUBMITTALS

- A. Substitution Requests: Submit one copy of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Substitution Request Form: Use form provided at end of this Section.
  - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
    - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
    - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
    - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

- d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
- e. Samples, where applicable or requested.
- f. Certificates and qualification data, where applicable or requested.
- g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
- h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
- i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
- j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
- 1. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
- m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
- 3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 7 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
  - a. Forms of Acceptance: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
  - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

# 1.5 QUALITY ASSURANCE

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

# 1.6 PROCEDURES

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

# PART 2 - PRODUCTS

# 2.1 SUBSTITUTIONS

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

- 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
  - a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
  - b. Substitution request is fully documented and properly submitted.
  - c. Requested substitution will not adversely affect Contractor's construction schedule.
  - d. Requested substitution has received necessary approvals of authorities having jurisdiction.
  - e. Requested substitution is compatible with other portions of the Work.
  - f. Requested substitution has been coordinated with other portions of the Work.
  - g. Requested substitution provides specified warranty.
  - h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- B. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after commencement of the Work. Requests received after that time may be considered or rejected at discretion of Architect.
  - 1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
    - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
    - b. Requested substitution does not require extensive revisions to the Contract Documents.
    - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
    - d. Substitution request is fully documented and properly submitted.
    - e. Requested substitution will not adversely affect Contractor's construction schedule.
    - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
    - g. Requested substitution is compatible with other portions of the Work.
    - h. Requested substitution has been coordinated with other portions of the Work.
    - i. Requested substitution provides specified warranty.
    - j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

# PART 3 - EXECUTION (Not Used)

END OF SECTION 012500

# SUBSTITUTION REQUEST FORM

To: Architects West, Inc. 210 E. Lakeside Ave., Coeur d'Alene, ID 83814 Attn: Kevin Cole, Architect Phone: (208) 667-9402 E-mail: kevinc@architectswest.com Project: Lakeland School District Sidewalk Replacement Projects

Bid Date:

Item Specified:		
Spec Section #:	Item:	
Proposed Substitution:		
Manufacturer & Product:		
(Include complete catalog info	o., model, size, type, etc.)	tyr State:
Phone:	Fax:	ty: State: URL:
Include complete informa	tion on changes to Drawings /S	Specifications which substitution will require for proper
Please respond to the follo A. Does the substitution affect	owing questions: dimensions shown on the drawings?	
3. Will the undersigned pay for	r changes to the building design, inclu	uding engineering and detailing costs caused by the requested substitution?
C. What effect does the substitute	ution have on other trades?	
D. What are the differences bet	tween the proposed substitution and th	he specified item?
E. In what respect are the Man	ufacturer's guarantees different for the	e proposed substitute compared to the guarantees for the specified item?
The undersigned states the	at the function, appearance and	l quality are equivalent or superior to the specified item.
Signature		For Use by Architect Only:
Name		AcceptedAccepted as noted
Firm	<del>.</del>	Not Accepted Received too late
		Accepted for bidding: Subject to review and acceptance of submittal
Address		Reviewed by:
		Date:
Phone	E-mail:	Notes:
	L-man.	
Date		

# SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

# PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Sections:
  - 1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

#### 1.3 MINOR CHANGES IN THE WORK

A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on Architect's Supplemental Instructions Form.

# 1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Construction Manager or Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Construction Manager or Architect are not instructions either to stop work in progress or to execute the proposed change.
  - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager or Architect.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

- 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- 4. Include costs of labor and supervision directly attributable to the change.
- 5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- 6. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.

# 1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Construction Manager or Architect will issue a Change Order for signatures of Owner and Contractor.

# 1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
  - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

## SECTION 012900 - PAYMENT PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.
  - 3. Division 01 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of the submittal schedule.

### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- 1.4 SCHEDULE OF VALUES
  - A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
    - 1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:
      - a. Application for Payment forms with continuation sheets.
      - b. Submittal schedule.
      - c. Items required to be indicated as separate activities in Contractor's construction schedule.
    - 2. Submit the schedule of values to Construction Manager or Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
    - 3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
    - 4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.
  - B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
    - 1. Identification: Include the following Project identification on the schedule of values:

- a. Project name and location.
- b. Name of Architect.
- c. Architect's project number.
- d. Contractor's name and address.
- e. Date of submittal.
- 2. Arrange schedule of values consistent with format of AIA Document G703.
- 3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division.
  - b. Description of the Work.
  - c. Name of subcontractor.
  - d. Name of manufacturer or fabricator.
  - e. Name of supplier.
  - f. Change Orders (numbers) that affect value.
  - g. Dollar value of the following, as a percentage of the Contract Sum to nearest onehundredth percent, adjusted to total 100 percent.
    - 1) Labor.
    - 2) Materials.
    - 3) Equipment.
- 4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.
  - a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling two percent of the Contract Sum and subcontract amount.
- 5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- 6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
  - a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
- 7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
- 8. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
  - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
- 9. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

# 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
  - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

- 1. Submit draft copy of Application for Payment seven days prior to due date for review by Architect.
- C. Application for Payment Forms: AIA Document G702 and AIA Document G703 as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager or Architect will return incomplete applications without action.
  - 1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
  - 2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.
  - 3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
  - 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
  - 1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
  - 2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
  - 3. Provide summary documentation for stored materials indicating the following:
    - a. Materials previously stored and included in previous Applications for Payment.
    - b. Work completed for this Application utilizing previously stored materials.
    - c. Additional materials stored with this Application.
    - d. Total materials remaining stored, including materials with this Application.
- F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
  - 1. When an application shows completion of an item, submit conditional final or full waivers.
  - 2. Owner reserves the right to designate which entities involved in the Work must submit waivers.
  - 3. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- H. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
  - 1. List of subcontractors.
  - 2. Schedule of values.

- 3. Contractor's construction schedule (preliminary if not final).
- 4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.
- 5. Products list (preliminary if not final).
- 6. Schedule of unit prices.
- 7. Submittal schedule (preliminary if not final).
- 8. List of Contractor's staff assignments.
- 9. List of Contractor's principal consultants.
- 10. Copies of building permits.
- 11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
- 12. Initial progress report.
- 13. Report of preconstruction conference.
- 14. Certificates of insurance and insurance policies.
- 15. Performance and payment bonds.
- 16. Data needed to acquire Owner's insurance.
- I. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
  - 1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  - 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- J. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
  - 1. Evidence of completion of Project closeout requirements.
  - 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  - 3. Updated final statement, accounting for final changes to the Contract Sum.
  - 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  - 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  - 6. AIA Document G707, "Consent of Surety to Final Payment."
  - 7. Evidence that claims have been settled.
  - 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
  - 9. Final liquidated damages settlement statement.

# PART 2 - PRODUCTS (Not Used)

# PART 3 - EXECUTION (Not Used)

# END OF SECTION 012900

# SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

# PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Coordination drawings.
  - 4. Requests for Information (RFIs).
  - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.
- C. Related Sections:
  - 1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's construction schedule.
  - 2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
  - 3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

### 1.3 DEFINITIONS

A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information from each other during construction.

#### 1.4 COORDINATION

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

- 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- 2. Coordinate installation of different components with other contractors to ensure maximum performance and accessibility for required maintenance, service, and repair.
- 3. Make adequate provisions to accommodate items scheduled for later installation.
- C. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
  - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preinstallation conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
  - 9. Project closeout activities.
- E. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.

### 1.5 KEY PERSONNEL

- A. Key Personnel Names: Within 5 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site to the Construction Manager and the Architect. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and email addresses. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
  - 1. Post copies of list in project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.
- B. PDF Document Preparation: Where PDFs are required to be submitted to Architect, prepare as follows:
  - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  - 2. Name file with submittal number or other unique identifier, including revision identifier.
  - 3. Certifications: Where digitally submitted certificates and certifications are required, provide a digital signature with digital certificate on where indicated.

# 1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI via e-mail in PDF format.
  - 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
  - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
  - 1. Project name.
  - 2. Project number.
  - 3. Date.
  - 4. Name of Contractor.
  - 5. Name of Architect and Construction Manager.
  - 6. RFI number, numbered sequentially.
  - 7. RFI subject.
  - 8. Specification Section number and title and related paragraphs, as appropriate.
  - 9. Drawing number and detail references, as appropriate.
  - 10. Field dimensions and conditions, as appropriate.
  - 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 12. Contractor's signature.
  - 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.

# C. RFI Forms:

- 1. Attachments shall be electronic files in PDF format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow five working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
  - 1. The following RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for coordination information already indicated in the Contract Documents.
    - d. Requests for adjustments in the Contract Time or the Contract Sum.
    - e. Requests for interpretation of Architect's actions on submittals.
    - f. Incomplete RFIs or inaccurately prepared RFIs.
  - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
  - 3. Architect's action on RFIs that may result in a change to the Contract Time, or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

- E. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number.
  - 1. Project name.
  - 2. Name and address of Contractor.
  - 3. Name and address of Architect and Construction Manager.
  - 4. RFI number including RFIs that were dropped and not submitted.
  - 5. RFI description.
  - 6. Date the RFI was submitted.
  - 7. Date Architect's and Construction Manager's response was received.
  - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.

# 1.7 **PROJECT MEETINGS**

- A. General: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: Architect will conduct meeting and will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three business days of the meeting.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
  - 1. Conduct the conference to review responsibilities and personnel assignments.
  - 2. Attendees: Construction Manager, Architect, Contractor, and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - 1. Preparation of record documents.
    - m. Use of the premises and existing building.
    - n. Work restrictions.

- o. Working hours.
- p. Owner's occupancy requirements.
- q. Responsibility for temporary facilities and controls.
- r. Procedures for disruptions and shutdowns.
- s. Parking availability.
- t. Office, work, and storage areas.
- u. First aid.
- v. Security.
- w. Smoking.
- x. Weapons.
- y. Interaction with students and parents.
- z. Child molester/sex convictions.
- aa. Progress cleaning.
- 4. Minutes: Architect will conduct meeting and will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity that requires coordination with other construction.
  - 1. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Construction Manager of scheduled meeting dates.
  - 2. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
    - a. Contract Documents.
    - b. Options.
    - c. Related RFIs.
    - d. Related Change Orders.
    - e. Purchases.
    - f. Deliveries.
    - g. Submittals.
    - h. Review of mockups.
    - i. Possible conflicts.
    - j. Compatibility problems.
    - k. Time schedules.
    - l. Weather limitations.
    - m. Manufacturer's written recommendations.
    - n. Warranty requirements.
    - o. Compatibility of materials.
    - p. Acceptability of substrates.
    - q. Temporary facilities and controls.
    - r. Space and access limitations.
    - s. Regulations of authorities having jurisdiction.
    - t. Testing and inspecting requirements.
    - u. Installation procedures.
    - v. Coordination with other work.
    - w. Required performance results.
    - x. Protection of adjacent work.
    - y. Protection of construction and personnel.
    - z. Protection of District property, students, and staff.
  - 3. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
  - 4. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.

- 5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a Project closeout conference, at a time convenient to Owner and Architect, but no later than 15 days prior to the scheduled date of Substantial Completion.
  - 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
  - 2. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
    - a. Preparation of record documents.
    - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
    - c. Submittal of written warranties.
    - d. Requirements for preparing sustainable design documentation.
    - e. Requirements for preparing operations and maintenance data.
    - f. Requirements for demonstration and training.
    - g. Preparation of Contractor's punch list.
    - h. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
    - i. Submittal procedures.
    - j. Coordination of separate contracts.
    - k. Owner's partial occupancy requirements.
    - 1. Installation of Owner's furniture, fixtures, and equipment.
    - m. Responsibility for removing temporary facilities and controls.
  - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.
- E. Progress Meetings: Conduct progress meetings at biweekly intervals unless otherwise agreed to.
  - 1. Coordinate dates of meetings with preparation of payment requests.
  - 2. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, members of the Design Team, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
      - 1) Review schedule for next period.
      - Review present and future needs of each entity present, including the following:
        - 1) Interface requirements.

b.

- 2) Sequence of operations.
- 3) Status of submittals.
- 4) Deliveries.
- 5) Off-site fabrication.
- 6) Access.
- 7) Site utilization.
- 8) Temporary facilities and controls.
- 9) Progress cleaning.
- 10) Quality and work standards.
- 11) Status of correction of deficient items.
- 12) Field observations.
- 13) Status of RFIs.
- 14) Status of proposal requests.
- 15) Pending changes.
- 16) Status of Change Orders.
- 17) Pending claims and disputes.
- 18) Documentation of information for payment requests.
- 4. Minutes: Architect will conduct the meeting and will record and distribute the meeting minutes to each party present and to parties requiring information.
  - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular appropriate intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
  - 1. Attendees: In addition to Construction Manager, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
    - c. Review present and future needs of each contractor present, including the following:
      - 1) Interface requirements.
      - 2) Sequence of operations.
      - 3) Status of submittals.
      - 4) Deliveries.
      - 5) Off-site fabrication.
      - 6) Access.
      - 7) Site utilization.

- 8) Temporary facilities and controls.
- 9) Work hours.
- 10) Hazards and risks.
- 11) Progress cleaning.
- 12) Quality and work standards.
- 13) Change Orders.
- 3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013100

# SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
  - 1. Start-up construction schedule.
  - 2. Contractor's construction schedule.
  - 3. Daily construction reports.
  - 4. Special reports.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
  - 2. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

#### 1.3 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
  - 1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
  - 2. Predecessor Activity: An activity that precedes another activity in the network.
  - 3. Successor Activity: An activity that follows another activity in the network.
- B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of the Project.
- C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.
- D. Event: The starting or ending point of an activity.
- E. Float: The measure of leeway in starting and completing an activity.
  - 1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.
  - 2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the successor activity.
  - 3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

# 1.4 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
  - 1. PDF electronic file or--
  - 2. Two paper copies.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
  - 1. Submit a working electronic copy of schedule. Include type of schedule (initial or updated) and date on label.
- C. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, cost and resource loading, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.
- D. Field Condition Reports: Submit at time of discovery of differing conditions.
- E. Special Reports: Submit at time of unusual event.

# 1.5 COORDINATION

- A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.
- B. Coordinate Contractor's construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.

# PART 2 - PRODUCTS

# 2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of final completion.
- B. Activities: Treat separate area as a separate numbered activity for each principal element of the Work. Comply with the following, unless otherwise provided by the General Contractor:
  - 1. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  - 2. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's and Construction Manager's administrative procedures necessary for certification of Substantial Completion.
  - 3. Punch List and Final Completion: Include not more than 30 days for punch list and final completion.
- C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
  - 1. Phasing: Arrange list of activities on schedule by phase.
  - 2. Work Restrictions: Show the effect of the following items on the schedule:

- a. Coordination with existing construction.
- b. Limitations of continued occupancies.
- c. Uninterruptible services.
- d. Partial occupancy before Substantial Completion.
- e. Use of premises restrictions.
- f. Provisions for future construction.
- g. Seasonal variations.
- h. Environmental control.
- 3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
  - a. Subcontract awards.
  - b. Submittals.
  - c. Purchases.
  - d. Mockups.
  - e. Fabrication.
  - f. Sample testing.
  - g. Deliveries.
  - h. Installation.
  - i. Tests and inspections.
  - j. Adjusting.
  - k. Curing.

1.

- Startup and placement into final use and operation.
- 4. Construction Areas: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:
  - a. Structural completion.
  - b. Permanent space enclosure.
  - c. Completion of mechanical installation.
  - d. Completion of electrical installation.
  - e. Substantial Completion.

#### 2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

- A. General: Prepare network diagrams using AON (activity-on-node) format.
- B. CPM Schedule: Prepare Contractor's construction schedule using a time-scaled CPM network analysis diagram for the Work.
  - 1. Develop network diagram in sufficient time to submit CPM schedule to the Construction Manager with copy to the Architect so it can be accepted by the Construction Manager for use prior to date established for the Notice to Proceed.
    - a. Failure to include any work item required for performance of this Contract shall not excuse Contractor from completing all work within applicable completion dates, regardless of Construction Manager's approval of the schedule.
  - 2. Establish procedures for monitoring and updating CPM schedule and for reporting progress. Coordinate procedures with progress meeting and payment request dates.
  - 3. Use "one workday" as the unit of time for individual activities. Indicate nonworking days and holidays incorporated into the schedule in order to correlate with Contract Time.
- C. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work. Using the start-up network diagram, prepare a skeleton network to identify probable critical paths.

- 1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:
  - a. Preparation and processing of submittals.
  - b. Mobilization and demobilization.
  - c. Purchase of materials.
  - d. Delivery.
  - e. Fabrication.
  - f. Utility interruptions.
  - g. Installation.
  - h. Work by Owner that may affect or be affected by Contractor's activities.
  - i. Testing and commissioning.
  - j. Punch list and final completion.
  - k. Activities occurring following final completion.
- 2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.
- 3. Processing: Process data to produce output data on a computer-drawn, time-scaled network. Revise data, reorganize activity sequences, and reproduce as often as necessary to produce the CPM schedule within the limitations of the Contract Time.
- 4. Format: Mark the critical path. Locate the critical path near center of network; locate paths with most float near the edges.
  - a. Subnetworks on separate sheets are permissible for activities clearly off the critical path.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using a network fragment to demonstrate the effect of the proposed change on the overall project schedule.
- E. Initial Issue of Schedule: Prepare initial network diagram from a sorted activity list indicating straight "early start-total float." Identify critical activities. Prepare tabulated reports showing the following:
  - 1. Contractor or subcontractor and the Work or activity.
  - 2. Description of activity.
  - 3. Principal events of activity.
  - 4. Immediate preceding and succeeding activities.
  - 5. Early and late start dates.
  - 6. Early and late finish dates.
  - 7. Activity duration in workdays.
  - 8. Total float or slack time.
  - 9. Average size of workforce.
  - 10. Dollar value of activity (coordinated with the schedule of values).
- F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:
  - 1. Identification of activities that have changed.
  - 2. Changes in early and late start dates.
  - 3. Changes in early and late finish dates.
  - 4. Changes in activity durations in workdays.
  - 5. Changes in the critical path.
  - 6. Changes in total float or slack time.
  - 7. Changes in the Contract Time.

# 2.3 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
  - 1. List of subcontractors at Project site.
  - 2. List of separate contractors at Project site.
  - 3. Approximate count of personnel at Project site.
  - 4. Equipment at Project site.
  - 5. Material deliveries.
  - 6. High and low temperatures and general weather conditions, including presence of rain or snow.
  - 7. Accidents.
  - 8. Meetings and significant decisions.
  - 9. Unusual events (refer to special reports).
  - 10. Stoppages, delays, shortages, and losses.
  - 11. Meter readings and similar recordings.
  - 12. Emergency procedures.
  - 13. Orders and requests of authorities having jurisdiction.
  - 14. Change Orders received and implemented.
  - 15. Construction Change Directives received and implemented.
  - 16. Services connected and disconnected.
  - 17. Equipment or system tests and startups.
  - 18. Partial completions and occupancies.
  - 19. Substantial Completions authorized.
- B. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

## 2.4 SPECIAL REPORTS

- A. General: Submit special reports directly to Owner's Representative within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
- B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

## PART 3 - EXECUTION

## 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Contractor's Construction Schedule Updating: Update schedule to reflect changes to the work and actual construction progress and activities when they occur. Issue revised schedule before each regularly scheduled progress meeting.
  - 1. Revise schedule immediately where revisions have been recognized or made in the work.
  - 2. Update schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

- B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
  - 1. Post copies in Project meeting rooms and temporary field offices.
  - 2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections:
  - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
  - 2. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
  - 3. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
  - 4. Division 01 Section "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.
  - 5. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action. Action submittals are those submittals indicated in individual Specification Sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as informational submittals.

## 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - 2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - 3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.

- a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
- 4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action, informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's and Construction Manager's final release or approval.
  - g. Scheduled dates for installation.
  - h. Activity or event number.

# 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Certain electronic copies of CAD/Revit Drawings of the Contract Drawings may be provided by Architect for Contractor's use in preparing certain submittals when requested by the Contractor.
  - 1. Architect will furnish Contractor digital data drawing files of the Contract Drawings for use in preparing Shop Drawings as needed and requested by the Contactor under the following conditions:
    - a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - b. Digital Drawing Software Program: In AutoCAD. The Architects registration stamp will be removed.
    - c. Contractor shall execute a data licensing agreement included at the end of this section.
    - d. The following plot files will be furnished for each appropriate discipline:
      - 1) Floor plans.
      - 2) Reflected ceiling plans.
      - 3) Irrigation plans.
      - 4) Other plans from Fire Protection, Structural, Mechanical and Electrical Engineering Consultants would be provided if those individual firms allow by their own policy.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  - 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  - 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  - 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

- 1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
- 2. Resubmittal Review: Allow 7 days for review of each resubmittal.
- 3. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 15 days for initial review of each submittal.
- 4. Consultant Submittal Review: Submittals may be transmitted directly to Architect's consultants with copy of transmittal letter to the Architect. Submittal will be returned to Architect before being returned to Contractor.
- D. Identification and Information: Place a permanent label or title block on each copy submittal item for identification.
  - 1. Indicate name of firm or entity that prepared each submittal on label or title block.
  - 2. Provide a space approximately 5" by 6" on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
  - 3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Architect.
    - d. Name of Construction Manager.
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number or other unique identifier, including revision identifier.
      - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
    - j. Number and title of appropriate Specification Section.
    - k. Drawing number and detail references, as appropriate.
    - 1. Location(s) where product is to be installed, as appropriate.
    - m. Other necessary identification.
- E. Options: Identify options requiring selection by the Architect.
- F. Deviations: Identify deviations from the Contract Documents on submittals.
- G. Format: All submittals shall be submitted electronically in PDF format to Architect. Paper submittals, except samples for color or texture selection, will be rejected and returned to the contractor. When physical samples are transmitted to the Architect, Contractor shall utilize a transmittal.
- H. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will discard submittals received from sources other than Contractor.
  - 1. Transmittal Form: Use AIA Document G810, a similar form, or Web based management system generated form that contains substantially the information noted below is acceptable.
  - 2. Provide locations on form for the following information:
    - a. Project name.
    - b. General Contractor Name
    - c. General Contractor Address

- d. Date.
- e. Destination (To:).
- f. Source (From:).
- g. Names of subcontractor, manufacturer, and supplier.
- h. Category and type of submittal.
- i. Submittal purpose and description.
- j. Specification Section number and title.
- k. Indication of full or partial submittal.
- 1. Drawing number and detail references, as appropriate.
- m. Transmittal number, numbered consecutively.
- n. Submittal and transmittal distribution record.
- o. Remarks.
- p. Signature of transmitter.
- 3. On a separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  - 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- K. Use for Construction: Use only final submittals that are marked with approval notation from Architect's action stamp.

## L. <u>All submittals must be submitted for review within 7 calendar days after receipt of Notice</u> to Proceed.

## PART 2 - PRODUCTS

# 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Submit electronic submittals via email as PDF electronic files. Large submittals, such as full size shop drawings shall be submitted electronically unless otherwise approved by the Architect and Construction Manager in advance to the submission. It is very unlikely that paper submittals will be allowed unless there is a compelling reason electronic submittals cannot be submitted. In experience by any tier in submitting electronically will not be considered a compelling reason.
  - 2. Action Submittals: A/E will make comments and marked-up submittal electronically.
  - 3. Informational Submittals: Submit electronically each submittal, unless otherwise indicated. Architect and Construction Manager will not return.
  - 4. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Division 01 Section "Closeout Procedures."

- 5. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
  - a. Provide a notarized statement on certificates and certifications where indicated or required.
- 6. Test and Inspection Reports Submittals: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
  - 1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  - 2. Mark each copy of each submittal to show which products and options are applicable.
  - 3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  - 4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  - 5. Submit Product Data before or concurrent with Samples.
  - 6. Submit Product Data in the following format:
    - a. PDF electronic file unless otherwise agreed to between the Contractor, Construction Manager and Architect.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based upon Architect's digital data drawing files is otherwise permitted.
  - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  - 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8¹/₂ by 11 inches but no larger than 24" x 36".
  - 3. Submit Shop Drawings in the following format:
    - a. PDF electronic file for small size submittals as approved by the Architect and Construction Manager. When printed shop drawings are requested by the Architect, submit the following:

- 1) Two opaque (bond) copies of each submittal. Architect will copy markedup copy and return two copies to the General Contactor and one copy to the Construction Manager.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
  - 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  - 2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
  - 3. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit three full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  - 4. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit one set of Samples unless additional copies are requested. Architect will retain Verification Sample.
      - 1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least two sets of paired units that show approximate limits of variations.
- E. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A or similar document. Include the following information in tabular form:
  - 1. Name, address, and telephone number of entity performing subcontract or supplying products.
  - 2. Number and title of related Specification Section(s) covered by subcontract.
  - 3. Drawing number and detail references, as appropriate, covered by subcontract.
  - 4. Submit subcontract list in the following format:
    - a. PDF electronic file.

- I. Coordination Drawings, when required: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- J. Qualification Data, when required: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- K. Manufacturer Certificates, when required: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates, when required: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates, when required: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Material Test Reports, when required: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports, when required: Submit written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- P. Research Reports, when required: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
  - 1. Name of evaluation organization.
  - 2. Date of evaluation.
  - 3. Time period when report is in effect.
  - 4. Product and manufacturers' names.
  - 5. Description of product.
  - 6. Test procedures and results.
  - 7. Limitations of use.
- Q. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."
- R. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- S. Maintenance Data: Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- T. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Project Closeout and Maintenance/Material Submittals: Refer to requirements in Division 01 Section "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.



#### LICENSING AGREEMENT FOR ARCHITECTS DIGITAL FILES

Project Name:	
Street Address:	
City/State/Zin	

#### NAME/ADDRESS OF PARTY REQUESTING DOCUMENTS

Company Name:	
Street Address:	
City/State/Zip:	
Phone:	
Contact Name:	
Email address for sending files to:	

Architects West and its consultants' (hereafter referred to as the "Transmitting Party') digital files are provided as a matter of convenience for use by the general contractor, its sub-contractors, and/or material suppliers (hereafter referred to as the 'Receiving Party') in preparation of shop drawings and submittals for the project.

The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights. The Receiving Party is granted to use the digital files provided solely for use in preparation of shop drawings and submittals specifically required and applicable to the project. The license to use the digital files shall expire at the date of substantial completion of the project. The Transmitting Party makes no guarantee as to the accuracy or quality of the digital files. The use of the digital files by the Receiving Party is solely at the risk of the Receiving Party.

To the fullest extent permitted by law, the Receiving Party shall indemnify and hold harmless the Transmitting Party from and against all claims arising from or related to the Receiving Party's use of the digital data.

Documents Requested (Provide Sheet Number List):

Receiving Party Authorized Signature

Date

Printed Name

## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other qualityassurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Required testing and special inspections services for this project are indicated in schedule at the end of this section, the Owner will engage a qualified testing and special inspections firm for these services. All other testing and special inspections that may be identified in Divisions 02 through 33 bound in the Project Manual, except those noted above, are optional as determined by the Owner. Where conflict occurs between the required testing and special inspection services as outlined in the schedule at the end of this section, and those in the individual sections or those that maybe indicated on the drawings, this section shall supersede.
- C. Related Sections:
  - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.
  - 2. Refer to Structural drawings for additional requirements.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Mockups: Full size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under sample submittals; to demonstrate aesthetic effects and, where

indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- 1. Integrated Exterior Mockups: Mockups of the exterior envelope erected separately from the building but on the project site, consisting of multiple products, assemblies and subassemblies.
- 2. Room Mockups: Mockups of typical interior spaces complete with wall, floor, and ceiling finishes, doors, windows, millwork, casework, specialties, furnishings and equipment, and lighting.
- D. Preconstruction Testing: Tests and inspections performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.
- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade or trades.
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

## 1.4 CONFLICTING REQUIREMENTS

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

# C. <u>If there are conflicts between structural drawing testing requirements and this</u> <u>specification's testing requirements the more stringent testing requirement takes</u> <u>precedent.</u>

## 1.5 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work.
- C. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- D. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

## 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within seven (7) days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- C. Testing and Inspection: Include in quality-control plan a comprehensive schedule of Work requiring testing or inspection, following the schedule provided at the end of this section and the following:
  - 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  - 2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  - 3. Owner-performed tests and inspections indicated in the Contract Documents, including tests and inspections indicated to be performed by the Commissioning Authority.
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into

compliance with standards of workmanship established by Contract requirements and approved mockups.

E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

# 1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.
  - 6. Description of the Work and test and inspection method.
  - 7. Identification of product and Specification Section.
  - 8. Complete test or inspection data.
  - 9. Test and inspection results and an interpretation of test results.
  - 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  - 12. Name and signature of laboratory inspector.
  - 13. Recommendations on retesting and reinspecting.
- B. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according

to ASTM E 329; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

- F. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. When testing is complete, remove test specimens, assemblies, mockups; do not reuse products on Project.
  - 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

## 1.9 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
  - 1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  - 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
  - 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  - 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  - 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  - 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

- D. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
  - 1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  - 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  - 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  - 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  - 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  - 6. Do not perform any duties of Contractor.
- E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  - 1. Access to the Work.
  - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
  - 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  - 4. Facilities for storage and field curing of test samples.
  - 5. Delivery of samples to testing agencies.
  - 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  - 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
  - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar qualitycontrol services required by the Contract Documents as a component of the Contractor's qualitycontrol plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
  - 1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

# 1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified testing and special inspector to conduct special tests and inspections required by the schedule at the end of this section and as follows:
  - 1. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  - 2. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect and Construction Manager, with copy to Contractor and to authorities having jurisdiction.

- 3. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
- 4. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- 5. Retesting and reinspecting corrected work.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 TEST AND INSPECTION LOG

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

# 3.2 REPAIR AND PROTECTION

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

## 3.3 SCHEDULE OF REQUIRED TESTING AND SPECIAL INSPECTIONS

Division of Work	Required Testing and Special Inspections
Asphalt	Paving Subgrade
Concrete	Subgrade preparation shall comply with Idaho Public Works Standard Specifications
Paving	Section 2-06. At subgrade at least one (1) density test for every 5,000 SF of paved area but in no case fewer than three (3) density tests. Inspect subgrade to verify that sub-grade is dense and non-yielding.
	Base Aggregate Course
	Material shall conform to Idaho Public Works Standard Specifications for Crushed
	Surfacing Base Course. Base shall be prepared in accordance with Idaho Public Works
	Standard Specifications.

# SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

# 1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
  - 1. Division 01 Section "Summary" for work restrictions and limitations on utility interruptions.
  - 2. Division 32 Section "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
  - 3. Division 32 Section "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

## 1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.
- B. Water Service: Contractor shall pay water-service use charges for water used by all entities for construction operations.
- C. Electric Power Service: Contractor shall pay electric-power-service use charges for electricity used by all entities for construction operations.

## 1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
- C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire-prevention program.

## 1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

C. Accessible Temporary Egress: Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

## 1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide concrete or galvanized-steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Polyethylene Sheet: Reinforced, fire-resistive sheet, 10-mil minimum thickness, with flame-spread rating of 15 or less per ASTM E 84 and passing NFPA 701 Test Method 2.
- E. Dust-Control Adhesive-Surface Walk-off Mats: Provide mats minimum 36 by 60 inches.
- F. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

## 2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Air-Filtration Units: Primary and secondary HEPA-filter-equipped portable units with four-stage filtration. Provide single switch for emergency shutoff. Configure to run continuously.

## PART 3 - EXECUTION

- 3.1 INSTALLATION, GENERAL
  - A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
    1. Locate facilities to limit site disturbance as specified in Division 01 Section "Summary."
  - B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

# 3.2 TEMPORARY UTILITY INSTALLATION

A. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

# 3.3 SUPPORT FACILITIES INSTALLATION

- A. Traffic Controls: Comply with requirements of authorities having jurisdiction.
  - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
  - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- B. Parking: Provide temporary parking areas for construction personnel.
- C. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
  - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- D. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Division 01 Section "Execution."
- E. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
  - 1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

# 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
  - 1. Comply with work restrictions specified in Division 01 Section "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of local authorities having jurisdiction.
- D. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Comply with requirements specified in Division 01 Section "Temporary Tree and Plant Protection."
- G. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
  - 1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations and as indicated on Drawings.

- 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.
- H. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction.
- I. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- J. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

## 3.5 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction to prevent erosion and sedimentation. Comply with Authorities Having Jurisdiction (AHJ).
- B. The Contractor shall be responsible for all dust, erosion, and sediment control on the site. The contractor is to be familiar with the following requirements.
  - 1. Section 402(p) Federal Water Pollution Control Act (Clean Water Act).
  - 2. Title 40 Protection of Environment, e-CFR, Parts 122, 123, and 124, EPA Administration Permit Programs the NPDES.
  - 3. Stormwater Pollution Prevention Plan.
  - 4. Clean Air Authority Fugitive Dust Policy.
  - 5. Project Permits.
- C. During the life of the contract the contractor will be required to provide erosion control measures to prevent, control, and stop water pollution, erosion or dust pollution which could adversely affect adjacent properties and the public.
- D. Controlling erosion may require the contractor to perform temporary work including but not limited to the following:
  - 1. Providing ditches, berms, silt fencing, culverts, and others measures to control surface runoff water.
  - 2. Building berms, settling basins, energy dissipaters, and other measures to control downstream flows.
  - 3. Controlling silt build-up in storm drainage collection structures.
  - 4. Controlling groundwater found during construction.
  - 5. Covering and/or otherwise protecting road backslopes and disturbed areas until such time that permanent erosion control measures are established.
- E. The Contractor shall be responsible for obtaining and complying with all local, State, and Federal permits required for stormwater pollution prevention as a result of construction activities.

## 3.6 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

- 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
- 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
- 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

# SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

## PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

### B. Related Sections:

- 1. Division 01 Section "Temporary Facilities and Controls" for temporary site fencing.
- 2. Division 31 Section "Site Clearing" for removing existing trees and shrubs.

## 1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### 1.4 SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.
  - 1. Use sufficiently detailed photographs.
  - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.

# 1.5 **PROJECT CONDITIONS**

- A. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.

C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

## PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements. Previously used materials may be used when approved by Architect.
  - Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8inch- OD line posts, and 2-7/8-inch- OD corner and pull posts and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
     a. Height: 6 feet.
  - 2. Plywood Protection-Zone Fencing: Plywood framed with four 2-by-4-inch rails, with 4-by-4-inch preservative-treated wood posts spaced not more than 8 feet apart.
    - a. Height: 4 feet.
    - b. Plywood and Lumber: Comply with requirements in Division 06 Section "Miscellaneous Rough Carpentry."
  - 3. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.
    - a. Height: 4 feet.
    - b. Color: High-visibility orange, nonfading.

## PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. For the record, prepare written report listing conditions detrimental to tree and plant protection.

### 3.2 PREPARATION

- A. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- 3.3 TREE- AND PLANT-PROTECTION ZONES
  - A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people and animals from easily entering protected area. Install protection zone edge to no less than the tree dripline. Instruct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.

- 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
- 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect. Surface mounting and support is an accepted alternate fence installation method.
- B. Maintain protection zones free of trash and debris. Maintain low vegetation within protection zones.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- D. Maintain protection-zone fencing in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.
  - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

## 3.4 EXCAVATION

- A. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- B. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

#### 3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots. as follows:
  - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
  - 2. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
  - 3. Cover exposed roots with burlap and water regularly.
  - 4. Backfill as soon as possible according to requirements in Division 31 Section "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots 12 inches outside of the protection zone, by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

## 3.6 FIELD QUALITY CONTROL

A. Inspections: Engage a qualified arborist (when identified) to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

## 3.7 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
  - 1. Submit details of proposed root cutting and tree and shrub repairs.
  - 2. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
  - 3. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
  - 4. Perform repairs within 24 hours.
  - 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Landscape Architect.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Architect determines are incapable of restoring to normal growth pattern.

# 3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

## SECTION 016000 - PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

# B. Related Sections: 1. Division 01 Section "Substitution Procedures" for requests for substitutions.

## 1.3 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
  - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
  - 2. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

## 1.4 ACTION SUBMITTALS

- A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
  - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
  - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.
    - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

- b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.
- B. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

## 1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
  - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
  - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Architect will determine which products shall be used.

## 1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
  - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
  - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

## C. Storage:

- 1. Store products to allow for inspection and measurement of quantity or counting of units.
- 2. Store materials in a manner that will not endanger Project structure.
- 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
- 4. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
- 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- 6. Protect stored products from damage and liquids from freezing.
- 7. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

## 1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

- 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
- 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
  - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
  - 2. Refer to Divisions 02 through 49. Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

# PART 2 - PRODUCTS

# 2.1 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
  - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
  - 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
  - 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
  - 4. Where products are accompanied by the term "as selected," Architect will make selection.
  - 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
  - 6. For products specified by name and accompanied by the term "or equivalent" "or equal," or "or approved equal," or "or approved," comply with requirements in "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
  - 1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
  - 3. Products:
    - a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
    - b. Nonrestricted List: Where Specifications include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
  - 4. Manufacturers:

- a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered, unless otherwise indicated.
- b. Nonrestricted List: Where Specifications include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

# 2.2 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:
  - 1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
  - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
  - 3. Evidence that proposed product provides specified warranty.
  - 4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
  - 5. Samples, if requested.

# PART 3 - EXECUTION (Not Used)

## SECTION 017300 - EXECUTION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
  - 1. Construction layout.
  - 2. Field engineering and surveying.
  - 3. Installation of the Work.
  - 4. Cutting and patching.
  - 5. Selective demolition.
  - 6. Progress cleaning.
  - 7. Protection of installed construction.
  - 8. Correction of the Work.
- B. Related Sections:
  - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
  - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
  - 3. Division 02 Section "Selective Structure Demolition" for demolition and removal of selected portions of the building.
  - 4. Division 07 Section "Penetration Firestopping" for patching penetrations in fire-rated construction.

#### 1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

#### 1.4 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
  - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from the Architect before proceeding. Shore, brace, and support structural element during cutting and patching. Do not cut and

patch structural elements in a manner that could change their load-carrying capacity or increase deflection

- 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
- 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
- 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

#### 1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

#### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
  - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to the Architect for the visual and functional performance of in-place materials.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.

- 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
  - 1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
    - a. Description of the Work.
    - b. List of detrimental conditions, including substrates.
    - c. List of unacceptable installation tolerances.
    - d. Recommended corrections.
  - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
  - 3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

#### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

#### 3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 3. Inform installers of lines and levels to which they must comply.
  - 4. Check the location, level and plumb, of every major element as the Work progresses.
  - 5. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
  - 6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

#### 3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

#### 3.5 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
  - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Temporary Support: Provide temporary support of work to be cut.
- C. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- D. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements of Division 01 Section "Summary."
- E. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

F. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.

#### 3.6 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
  - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
  - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
  - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
    - a. Utilize containers intended for holding waste materials of type to be stored.
  - 4. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

#### 3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

#### 3.8 CORRECTION OF THE WORK

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes.
  - 1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- B. Restore permanent facilities used during construction to their specified condition.
- C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300

#### SECTION 017700 - CLOSEOUT PROCEDURES

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Warranties.
  - 4. Final cleaning.
- B. Related Sections:
  - 1. Division 01 Section "Execution" for progress cleaning of Project site.
  - 2. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
  - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
  - 2. Advise Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases permitting Owner unrestricted use of the Work.
  - 5. Complete final cleaning requirements.
  - 6. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
  - 1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  - 2. Results of completed inspection will form the basis of requirements for final completion.

#### 1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:

- 1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
- 2. Submit copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- Submit evidence of final, continuing insurance coverage complying with insurance 3. requirements.
- Inspection: Submit a written request for final inspection for acceptance. On receipt of request, B. Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
  - Reinspection: Request reinspection when the Work identified in previous inspections as 1. incomplete is completed or corrected.

#### 1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- Organization of List: Include name and identification of each space and area affected by A. construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction. 1.
  - Submit list of incomplete items in the following format:
    - PDF electronic file. a.

#### **PART 2 - PRODUCTS**

#### 2.1 MATERIALS

Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or A. fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

#### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning:
  - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
    - Clean Project site, yard, and grounds, in areas disturbed by construction activities, a. including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - Sweep paved areas broom clean. Remove petrochemical spills, stains, and other b. foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - Remove labels that are not permanent. e.

- f. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - 1) Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates.
- g. Leave Project clean and ready for occupancy.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Temporary Facilities and Controls."

END OF SECTION 017700

#### SECTION 312000 - EARTH MOVING

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Excavating and filling for rough grading the Site.
  - 2. Preparing subgrades for slabs-on-grade, walks, pavements, turf and grasses and plants.
  - 3. Base course for concrete walks.
- B. Related Requirements:

#### 1.3 DEFINITIONS

- A. Base Course: Aggregate layer placed between the subgrade and hot-mix asphalt paving, concrete flatwork, pavers or concrete footings.
- B. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
  - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
  - 2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.
- C. Fill: Soil materials, structural or non-structural, used to raise existing grades.
- D. Non-structural Fill: Soil material placed outside 5 feet of structures.
- E. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- F. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- G. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

#### 1.4 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct preexcavation conference at Project site.
  - 1. Review methods and procedures related to earthmoving, including, but not limited to, the following:
    - a. Personnel and equipment needed to make progress and avoid delays.
    - b. Coordination of Work with utility locator service.

- c. Coordination of Work and equipment movement with the locations of tree- and plantprotection zones.
- d. Field quality control.
- e. Coordination with Owner's Testing Agency.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Gradation analysis according to ASTM D 6913.
  - 2. Laboratory compaction curve according to ASTM D 1557.
- C. Preexcavation Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by earth-moving operations. Submit before earth moving begins.

#### 1.6 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: The Owner will employ a testing agency qualified according to ASTM D 329 and ASTM D 3740 for testing indicated, perform required field and laboratory testing. Agency must be accredited by independent national accreditation entity with current standing. Testing agency shall include a licensed professional engineer registered in the state of Idaho to oversee geotechnical-related site observations and related testing supervision operations.
- B. Comply with Idaho Standards for Public Works Construction 2020 Edition for workmanship and materials.

#### 1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service "Call Before You Dig" for area where Project is located before beginning earth-moving operations.
- C. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

#### PART 2 - PRODUCTS

#### 2.1 SOIL MATERIALS

- General: Provide borrow soil materials when sufficient satisfactory soil materials are not available A. from excavations.
- Satisfactory Soils: Furnish materials as listed in Table 1 below in specified project areas. Provide B. borrow soil fill as needed to achieve final grades. Т

Fill Product	Allowable Use	Material Specifications	
Non-Structural Fill	• Any area that will not contain structures (typi-cally landscape areas)	Soil must be classified as GP, GM, GW, GC SP, SM, SW, SC, CL or ML according to the USCS. Soil may not contain particles larger than 12 inches in medi- an diameter. Soil must be reasonably free from deleterious substances such as wood, metal, plastic, waste, etc.	
Slab-on-grade and pavement support gregate		Must meet requirements in ISPWC ¹ Section 802 – CRUSHED AGGREGATES for ³ / ₄ -inch (Type I) Crushed Aggregate for Base Gradations	
Unsatisfactory Soil	• NONE	Soil classified as CH, MH, OH, OL or PT may not be used at the project site. Any soil type not maintaining moisture contents within 5 percent of optimum during compaction is unsatisfactory soil. ² Any soil containing more than 3 percent (by weight) of or- ganics, vegetation, wood, metal, plastic or other deleterious substances.	

Table 1.	Satisfactory	Soils and Allowable Use

1. Most recent version of the Idaho Standards for Public Works Construction.

Unsatisfactory soil that is wetted or dried to within 5 percent of optimum moisture may be used as Structural Fill, providing other criteria are 2 met for appropriate Structural Fill use per Table 1 above.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum 1. moisture content at time of compaction.
- D. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- E. Sand: ASTM C 33/C 33M; fine aggregate, natural or manufactured.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by A. settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.

- C. Protect subgrades from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.
- D. Preparation of subgrade for earthwork operations including removal of vegetation, topsoil, debris, obstructions, and deleterious materials from ground surface is specified in Division 31 Section "Site Clearing."

#### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

#### 3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

#### 3.4 EXCAVATION FOR WALKS AND PAVEMENTS

A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

#### 3.5 SUBGRADE INSPECTION

- A. Notify Architect and Geotechnical Engineer when excavations have reached required subgrade following site preparations.
- B. If Geotechnical Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Moisture-condition and recompact the subgrade below the building slabs and pavements to required compaction levels presented herein. If the subgrade becomes soft or unstable during subgrade recompaction, remove an additional 12" to undisturbed native soil and reinstall as structural fill. Do so only after subgrade review and identification of affected areas and as directed by the Architect and Geotechnical Engineer.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

#### 3.6 SOIL FILL

- A. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use non-structural fill material.
  - 2. Under walks, pavements, and ramps use base course fill.

B. Place soil fill on subgrades free of mud, frost, snow, or ice.

# 3.7 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 5 percent of optimum moisture content.
  - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
  - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 5 percent and is too wet to compact to specified dry unit weight.

## 3.8 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place fill material within 2 percent of optimum moisture condition, prior to placement to facilitate compaction.
- C. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- D. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
  - 1. Under steps, and pavements, compact each layer of backfill or fill soil material at 95 percent. Subgrades of existing cohesive soils can be compacted to a minimum 92 percent.
  - 2. Under walkways, compact each layer of backfill or fill soil material to 95 percent.
  - 3. Under turf or unpaved areas, scarify 12 inches and compact each layer of backfill or fill soil material at 85 percent, plus or minus 2 percent.

# 3.9 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
  - 1. Provide a smooth transition between adjacent existing grades and new grades.
  - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
  - 1. Turf or Unpaved Areas: Plus or minus 1 inch.
  - 2. Walks: Plus or minus 1/2 inch.
  - 3. Pavements: Plus or minus 1/2 inch.
- C. Site Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade tolerance to within plus or minus 1 inch. Refer to Division 32 Section Turf and Grasses and Division 32 Section Plants for topsoil depths required.

# 3.10 BASE COURSES UNDER CONCRETE PAVEMENTS AND WALKS

- A. Place base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place base course under concrete slabs-on-grade, pavements and walks as follows:

- 1. Place base course material under asphalt pavement or concrete flatwork.
- 2. Shape base course to required crown elevations and cross-slope grades.
- 3. Place base course 6 inches or less in compacted thickness in a single layer.
- 4. Place base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
- 5. Compact base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

#### 3.11 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- B. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- C. Owner's testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2937, and ASTM D 6938, as applicable. Tests will be performed at the following locations and frequencies:
  - 1. Paved/Flatwork Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 500 sq. ft. or less of paved area or building slab, but in no case fewer than three tests.
- D. When testing agency reports (verbal or written) that subgrades, fills, or backfills have not achieved degree of compaction, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction and subgrade criteria are met. No additional compensation will be paid for nonconforming areas and subsequent rework.

#### 3.12 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

#### 3.13 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property, unless otherwise directed.

#### END OF SECTION 312000

## SECTION 321313 - CONCRETE PAVING

#### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:
  - 1. Walkways.
  - 2. Curb & Gutter
- B. Related Sections include the following:
  1. Division 31 Section "Earth Moving" for subgrade preparation, grading, and base course.

#### 1.3 DEFINITIONS

A. Cementitious Materials: Portland cement alone or in combination with one or more of blended hydraulic cement, fly ash and other pozzolans, and ground granulated blast-furnace slag.

#### 1.4 SUBMITTALS

- A. Product Data: For each type of manufactured material and product indicated, including but not limited to bar, dowels, or other joint reinforcement and fiber mesh.
- B. Design Mixtures: For each concrete pavement mixture. Include alternate mixture designs when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
- C. Qualification Data: For manufacturer.
- D. Material Test Reports: From a qualified testing agency indicating and interpreting test results for compliance of the following with requirements indicated, based on comprehensive testing of current materials:
  - 1. Aggregates.
- E. Material Certificates: Signed by manufacturers certifying that each of the following materials complies with requirements:
  - 1. Cementitious materials.
  - 2. Steel reinforcement and reinforcement accessories.
  - 3. Fiber reinforcement.
  - 4. Admixtures.
  - 5. Curing compounds.
  - 6. Applied finish materials.
  - 7. Bonding agent or epoxy adhesive.
  - 8. Joint fillers.
- F. Field quality-control test reports.
- G. Minutes of preinstallation conference.

# 1.5 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency qualified according to ASTM C 1077 and ASTM E 329 for testing indicated, as documented according to ASTM E 548.
  - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
- C. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.
- D. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- E. Preinstallation Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination."
  - 1. Before submitting design mixtures, review concrete pavement mixture design and examine procedures for ensuring quality of concrete materials and concrete pavement construction practices. Require representatives, including the following, of each entity directly concerned with concrete pavement, to attend conference:
    - a. Contractor's superintendent.
    - b. Concrete pavement subcontractor.

# 1.6 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.
- B. Cold-Weather Concrete Placement: Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing, or low temperatures. Comply with ACI 306.1 and the following:
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F, uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F and not more than 80 deg F at point of placement.
  - 2. Do not use frozen materials or materials containing ice or snow.
  - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in design mixtures.
- C. Hot-Weather Concrete Placement: Comply with ACI 301 and as follows when hot-weather conditions exist:
  - 1. Cool ingredients before mixing to maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated in total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  - 2. Cover steel reinforcement with water-soaked burlap, so steel temperature will not exceed ambient air temperature immediately before embedding in concrete.
  - 3. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade moisture uniform without standing water, soft spots, or dry areas.

#### PART 2 - PRODUCTS

#### 2.1 MANUFACTURERS

- A. In other Part 2 articles where titles below introduce lists, the following requirements apply to product selection:
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, products specified.
  - 2. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, manufacturers specified.

#### 2.2 FORMS

- A. Form Materials: Plywood, metal, metal-framed plywood, or other approved panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces.
  1. Use flexible or curved forms for curves with a radius 100 feet or less.
- B. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.

#### 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60; deformed.
- B. Steel Bar Mats: ASTM A 184/A 184M; with ASTM A 615/A 615M, Grade 60, deformed bars; assembled with clips.
- C. Joint Dowel Bars: Plain steel bars, ASTM A 615/A 615M, Grade 60. Cut bars true to length with ends square and free of burrs.
- D. Tie Bars: ASTM A 615/A 615M, Grade 60, deformed.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice" from steel wire, plastic, or precast concrete of greater compressive strength than concrete, and as follows:
  - 1. Equip wire bar supports with sand plates or horizontal runners where base material will not support chair legs.

# 2.4 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout the Project:
  - 1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following:
    - a. Fly Ash: ASTM C 618, Class C.
    - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
  - 2. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag cement.
- B. Normal-Weight Aggregates: ASTM C 33, Class 4S coarse aggregate, uniformly graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: 1 inch nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.

- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.
  - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
  - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
  - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
  - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
  - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
  - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

#### 2.5 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches long.
  - 1. Available Products:
    - a. Fibrillated Fibers:
      - 1) Axim Concrete Technologies; Fibrasol F.
      - 2) FORTA Corporation; Forta.
      - 3) Euclid Chemical Company (The); Fiberstrand F.
      - 4) Grace, W. R. & Co.--Conn.; Grace Fibers.
      - 5) SI Concrete Systems; Fibermesh.

#### 2.6 CURING MATERIALS

- A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. dry.
- B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- C. Water: Potable.
- D. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
  - 1. Available Products:
    - a. Axim Concrete Technologies; Cimfilm.
    - b. Burke by Edeco; BurkeFilm.
    - c. ChemMasters; Spray-Film.
    - d. Conspec Marketing & Manufacturing Co., Inc.; Aquafilm.
    - e. Dayton Superior Corporation; Sure Film.
    - f. Euclid Chemical Company (The); Eucobar.
    - g. Kaufman Products, Inc.; Vapor Aid.
    - h. Lambert Corporation; Lambco Skin.
    - i. L&M Construction Chemicals, Inc.; E-Con.
    - j. MBT Protection and Repair, ChemRex Inc.; Confilm.
    - k. Meadows, W. R., Inc.; Sealtight Evapre.
    - 1. Metalcrete Industries; Waterhold.
    - m. Nox-Crete Products Group, Kinsman Corporation; Monofilm.
    - n. Sika Corporation, Inc.; SikaFilm.
    - o. Symons Corporation; Finishing Aid.

- p. Vexcon Chemicals, Inc.; Certi-Vex EnvioAssist.
- E. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B.
  - 1. Available Products:
    - a. Anti-Hydro International, Inc.; AH Curing Compound #2 DR WB.
    - b. Burke by Edoko; Aqua Resin Cure.
    - c. ChemMasters; Safe-Cure Clear.
    - d. Conspec Marketing & Manufacturing Co., Inc.; W.B. Resin Cure.
    - e. Dayton Superior Corporation; Day Chem Rez Cure (J-11-W).
    - f. Euclid Chemical Company (The); Kurez DR VOX.
    - g. Kaufman Products, Inc.; Thinfilm 420.
    - h. Lambert Corporation; Aqua Kure-Clear.
    - i. L&M Construction Chemicals, Inc.; L&M Cure R.
    - j. Meadows, W. R., Inc.; 1100 Clear.
    - k. Nox-Crete Products Group, Kinsman Corporation; Resin Cure E.
    - 1. Symons Corporation; Resi-Chem Clear.
    - m. Tamms Industries Inc.; Horncure WB 30.
    - n. Unitex; Hydro Cure 309.
    - o. Vexcon Chemicals, Inc.; Certi-Vex Enviocure 100.

# 2.7 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.
- B. Bonding Agent: ASTM C 1059, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- C. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to requirements, and as follows:
  - 1. Types I and II, non-load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.

#### 2.8 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, for each type and strength of normalweight concrete determined by either laboratory trial mixes or field experience.
  - 1. Use a qualified independent testing agency for preparing and reporting proposed concrete mixture designs for the trial batch method.
- B. Proportion mixtures to provide normal-weight concrete with the following properties:
  - 1. Compressive Strength (28 Days): 4000 psi.
  - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45.
  - 3. Slump Limit: 4 inches, plus or minus 1 inch.
- C. Add air-entraining admixture at manufacturer's prescribed rate to result in normal-weight concrete at point of placement having an air content as follows:
  - 1. Air Content: 6 percent plus or minus 1.5 percent for 1-inch nominal maximum aggregate size.
- D. Limit water-soluble, chloride-ion content in hardened concrete to 0.15 percent by weight of cement.
- E. Chemical Admixtures: Use admixtures according to manufacturer's written instructions.
  - 1. Use water-reducing admixture, plasticizing and retarding admixture in concrete, as required, for placement and workability.

- 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
- F. Cementitious Materials: Limit percentage, by weight, of cementitious materials other than portland cement according to ACI 301 requirements for concrete exposed to deicing chemicals as follows:
  - 1. Fly Ash or Pozzolan: 25 percent.
  - 2. Ground Granulated Blast-Furnace Slag: 50 percent.
  - 3. Combined Fly Ash or Pozzolan, and Ground Granulated Blast-Furnace Slag: 50 percent, with fly ash or pozzolan not exceeding 25 percent.
- G. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.5 lb./cu.yd.

#### 2.9 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M and ASTM C 1116. Furnish batch certificates for each batch discharged and used in the Work.
  - When air temperature is between 85 deg F and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
  - 1. For concrete mixes of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
  - 2. For concrete mixes larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
  - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixing time, quantity, and amount of water added.

#### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Examine exposed subgrades and base course surfaces for compliance with requirements for dimensional, grading, and elevation tolerances.
- B. Proceed with concrete pavement operations only after nonconforming conditions have been corrected and subgrade is ready to receive pavement.

#### 3.2 PREPARATION

A. Remove loose material from compacted base course surface immediately before placing concrete.

#### 3.3 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.

B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

#### 3.4 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.
- C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Maintain minimum cover to reinforcement.
- D. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities, or replace units as required before placement. Set mats for a minimum 2-inch overlap of adjacent mats.

#### 3.5 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
  - 1. When joining existing pavement, place transverse joints to align with previously placed joints, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
  - 1. Continue steel reinforcement across construction joints, unless otherwise indicated. Do not continue reinforcement through sides of pavement strips, unless otherwise indicated.
  - 2. Provide tie bars at sides of pavement strips where indicated.
  - 3. Butt Joints: Use epoxy bonding adhesive at joint locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
  - 4. Keyed Joints: Provide preformed keyway-section forms or bulkhead forms with keys, unless otherwise indicated. Embed keys at least 1-1/2 inches into concrete.
  - 5. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one-half of dowel length to prevent concrete bonding to one side of joint.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
  - 1. Locate expansion joints at intervals of 40 feet, unless otherwise indicated.
  - 2. Extend joint fillers full width and depth of joint.
  - 3. Place top of joint filler flush with finished concrete surface.
  - 4. Furnish joint fillers in one-piece lengths. Where more than one length is required, lace or clip joint-filler sections together.
  - 5. Protect top edge of joint filler during concrete placement with metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness, as follows:

- 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint with grooving tool to a 3/8-inch radius. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 3/8-inch radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

# 3.6 CONCRETE PLACEMENT

- A. Inspection: Before placing concrete, inspect and complete formwork installation, steel reinforcement, and items to be embedded or cast in. Notify other trades to permit installation of their work.
- B. Remove snow, ice, or frost from base course surface and reinforcement before placing concrete. Do not place concrete on frozen surfaces.
- C. Moisten base course to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- D. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- E. Do not add water to concrete during delivery or at Project site.
- F. Do not add water to fresh concrete after testing.
- G. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- H. Consolidate concrete according to ACI 301 by mechanical vibrating equipment supplemented by hand spading, rodding, or tamping.
  - 1. Consolidate concrete along face of forms and adjacent to transverse joints with an internal vibrator. Keep vibrator away from joint assemblies, reinforcement, or side forms. Use only square-faced shovels for hand spreading and consolidation. Consolidate with care to prevent dislocating reinforcement, dowels, and joint devices.
- I. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed.
  - 1. Remove and replace concrete that has been placed for more than 15 minutes without being covered by top layer or use bonding agent if approved by Architect.
- J. Screed pavement surfaces with a straightedge and strike off.
- K. Commence initial floating using bull floats or darbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.
- L. Curbs and Gutters: Use design mixture for automatic machine placement. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing.

# 3.7 FLOAT FINISHING

A. General: Do not add water to concrete surfaces during finishing operations.

- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared, and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.
  - 1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

#### 3.8 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing, moisture-retaining-cover curing, curing compound, or a combination of these as follows:
  - 1. Moist Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
    - a. Water.
    - b. Continuous water-fog spray.
    - c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
  - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
  - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

#### 3.9 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
  - 1. Elevation: 1/4 inch.
  - 2. Thickness: Plus 3/8-inch, minus 1/4 inch.
  - 3. Surface: Gap below 10-foot- long, unleveled straightedge not to exceed 1/4 inch.
  - 4. Lateral Alignment and Spacing of Tie Bars and Dowels: 1 inch.
  - 5. Vertical Alignment of Tie Bars and Dowels: 1/4 inch.
  - 6. Alignment of Tie-Bar End Relative to Line Perpendicular to Pavement Edge: 1/2 inch.
  - 7. Alignment of Dowel-Bar End Relative to Line Perpendicular to Pavement Edge: Length of dowel 1/4 inch per 12 inches.
  - 8. Joint Spacing: 3 inches.
  - 9. Contraction Joint Depth: Plus 1/4 inch, no minus.
  - 10. Joint Width: Plus 1/8 inch, no minus.

# 3.10 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Testing Services: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  - 1. Testing Frequency: Obtain at least 1 composite sample for each 40-cu. yd. of each concrete mix placed each day.
    - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
  - 2. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mix. Perform additional tests when concrete consistency appears to change.
  - 3. Air Content: ASTM C 231, pressure method; one test for each composite sample, but not less than one test for each day's pour of each concrete mix.
  - 4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
  - 5. Compression Test Specimens: ASTM C 31/C 31M; cast and laboratory cure one set of three standard cylinder specimens for each composite sample.
  - 6. Compressive-Strength Tests: ASTM C 39/C 39M; test 1 specimen at 7 days and 2 specimens at 28 days.
    - a. A compressive-strength test shall be the average compressive strength from 2 specimens obtained from same composite sample and tested at 28 days.
- C. Strength of each concrete mix will be satisfactory if average of any 3-consecutive compressivestrength tests equals or exceeds specified compressive strength, and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
- D. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
- E. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
- F. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect.
- G. Remove and replace concrete pavement where test results indicate that it does not comply with specified requirements.
- H. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

#### 3.11 REPAIRS AND PROTECTION

A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

- B. Drill test cores, where directed by Architect, when necessary, to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with portland cement concrete bonded to pavement with epoxy adhesive.
- C. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement. When construction traffic is permitted, cover concrete with plywood or steel plates for access. Maintain pavement as clean as possible by removing surface stains and spillage of materials as they occur.
- D. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

#### 3.12 CLEAN UP AND PROTECTION

A. After installation, remove all forms, nails, rebar, concrete debris, excess base course, etc. from project site.

END OF SECTION 321313

# LAKELAND JOINT SCHOOL DISTRICT 272 SITE IMPROVEMENTS

**JOB NUMBER: 23005** 

# DRAWING INDEX

GENERAL COVER SHEET & INDEX L1.00 **EXISTING CONDITIONS / SURVEY INFORMATION** C1.00 SPIRIT LAKE ELEMENTARY SCHOOL SITE SURVEY JOHN BROWN ELEMENTARY SCHOOL SITE SURVEY C1.01 C1.02 ATHOL ELEMENTARY SCHOOL SITE SURVEY LAKELAND MIDDLE SCHOOL SITE SURVEY C1.03 SITE DEMOLITION PLAN LAKELAND MIDDLE SCHOOL L1.10 LAKELAND MIDDLE SCHOOL LAYOUT PLAN L1.11 LAKELAND MIDDLE SCHOOL GRADING PLAN L1.12 L1.20 DEMOLITION PLAN LAKELAND SENIOR HIGH SCHOOL LAYOUT PLAN LAKELAND SENIOR HIGH SCHOOL L1.21 DEMOLITION PLAN L1.30 BASE BID & ALT 1 JOHN BROWN ELEMENTARY BASE BID & ALT 1 JOHN BROWN ELEMENTARY L1.31 LAYOUT PLAN - NORTH BASE BID & ALT 1 JOHN BROWN ELEMENTARY L1.32 LAYOUT PLAN - SOUTH **GRADING PLAN - NORTH** L1.33 BASE BID & ALT 1 JOHN BROWN ELEMENTARY **GRADING PLAN - SOUTH** BASE BID & ALT 1 JOHN BROWN ELEMENTARY L1.34 DEMOLITION PLAN ALT 2 GARWOOD ELEMENTARY L1.40 L1.41 LAYOUT PLAN ALT 2 GARWOOD ELEMENTARY L1.50 DEMOLITION PLAN ALT 3 ATHOL ELEMENTARY L1.51 LAYOUT PLAN ALT 3 ATHOL ELEMENTARY L1.60 DEMOLITION PLAN ALT 4 SPIRIT LAKE ELEMENTARY L1.61 LAYOUT PLAN ALT 4 SPIRIT LAKE ELEMENTARY GRADING PLAN ALT 4 SPIRIT LAKE ELEMENTARY L1.62 SITE DETAILS L1.70 L1.71 SITE DETAILS L1.72 SITE DETAILS



VICINITY MAP



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Coeur d'Alene Office: t. 208.667.9402

# **BID SET**

DATE

4/7/2025

PROJECT PHASE

# **PROJECT CONTACTS**

OWNER

LAKELAND SCHOOL DISTRICT

# LANDSCAPE ARCHITECT

**ARCHITECTS WEST** 

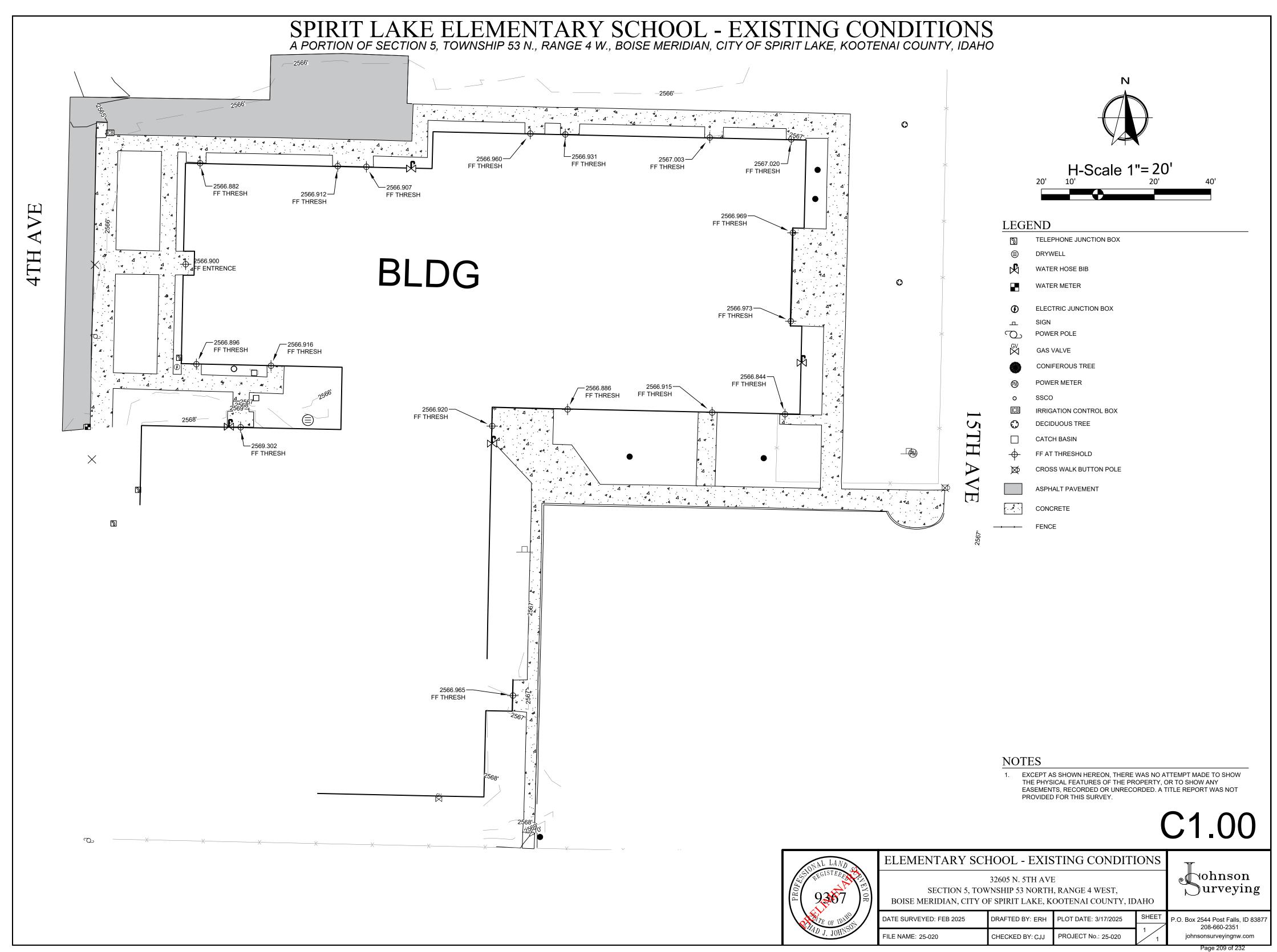
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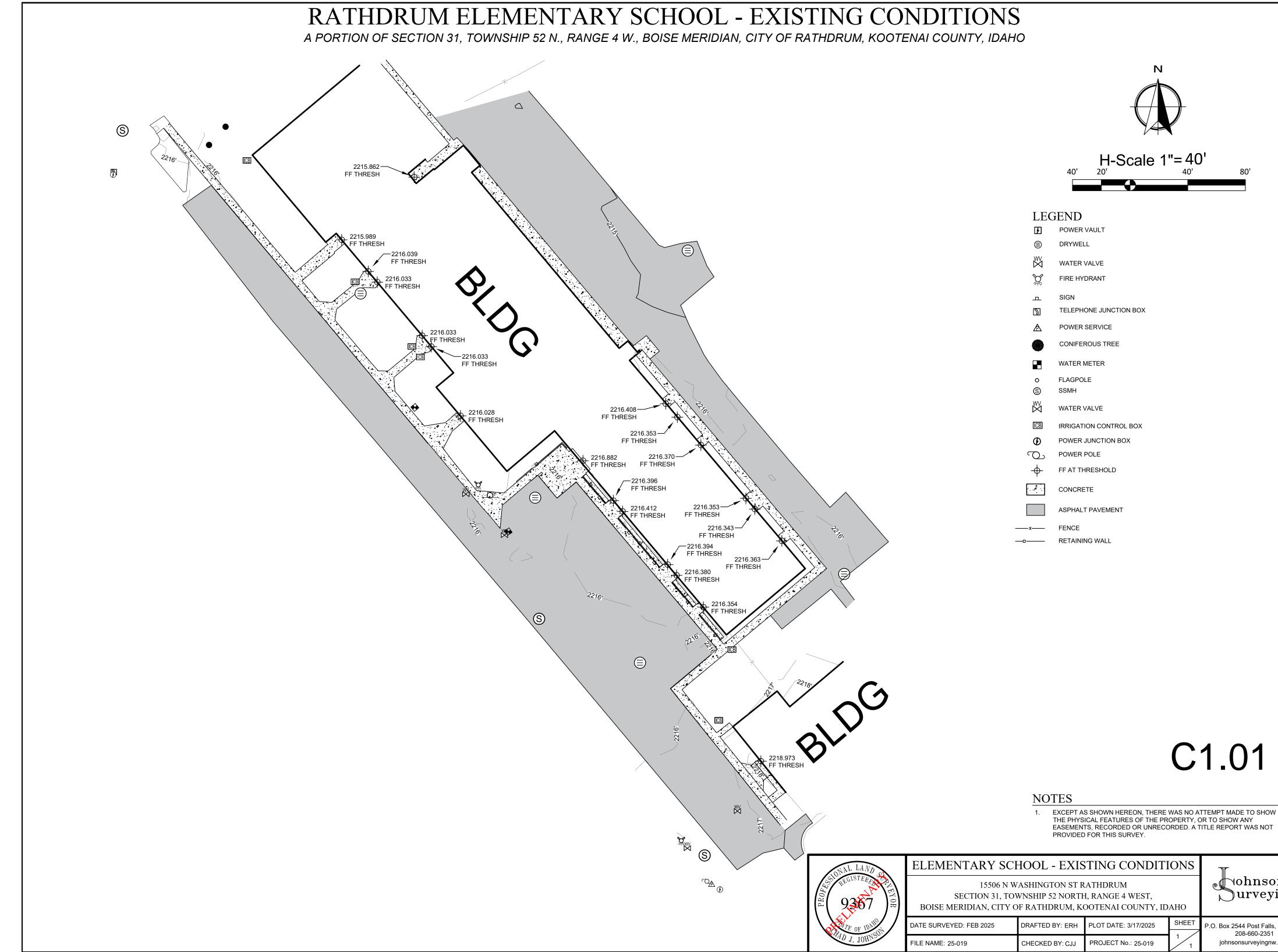
PHONE: 208.667.9402 EMAIL: mollyt@architectswest.com

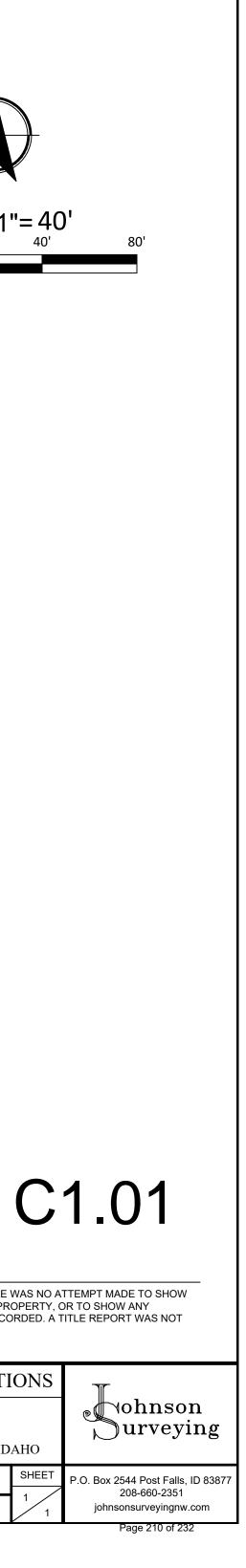




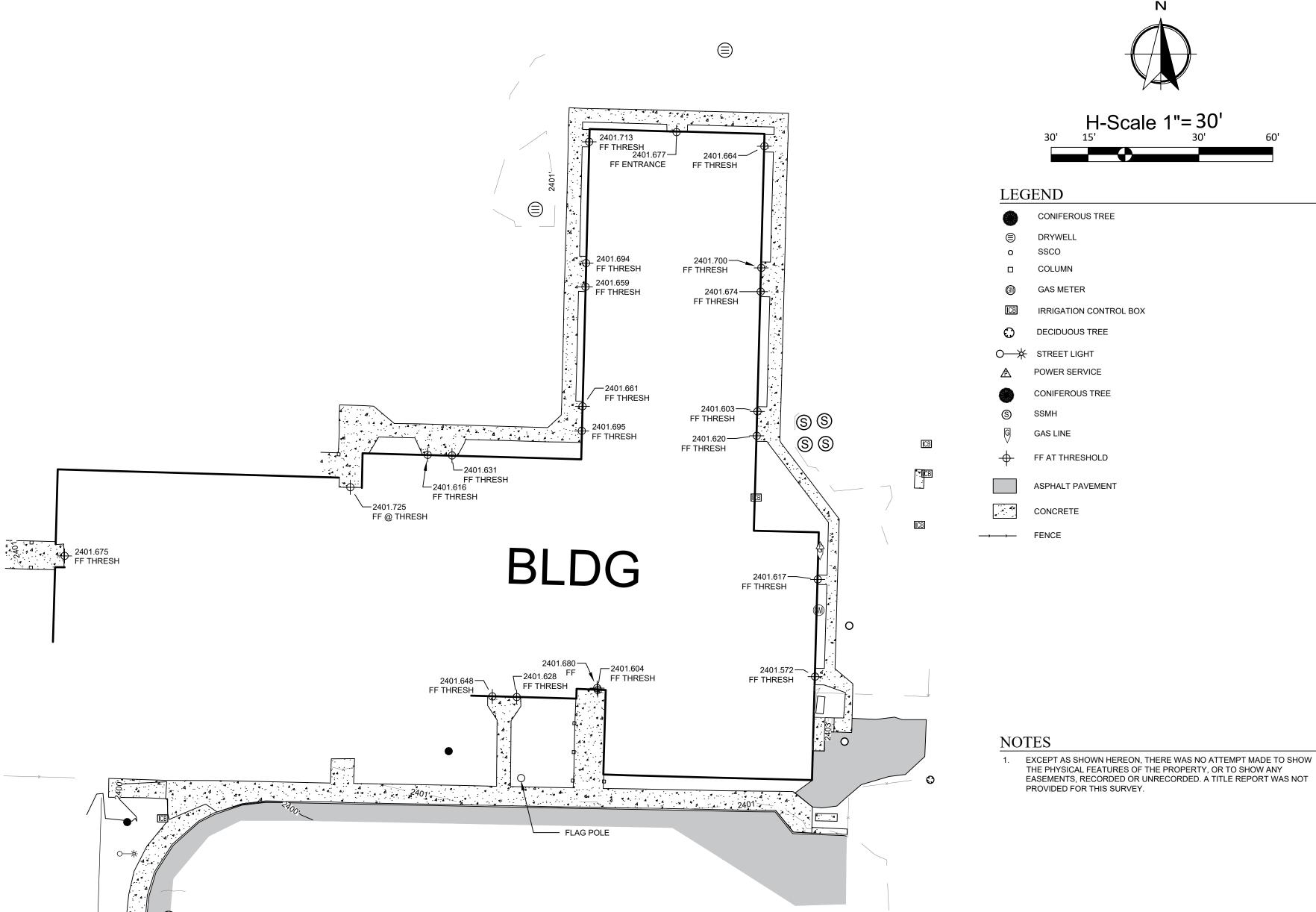


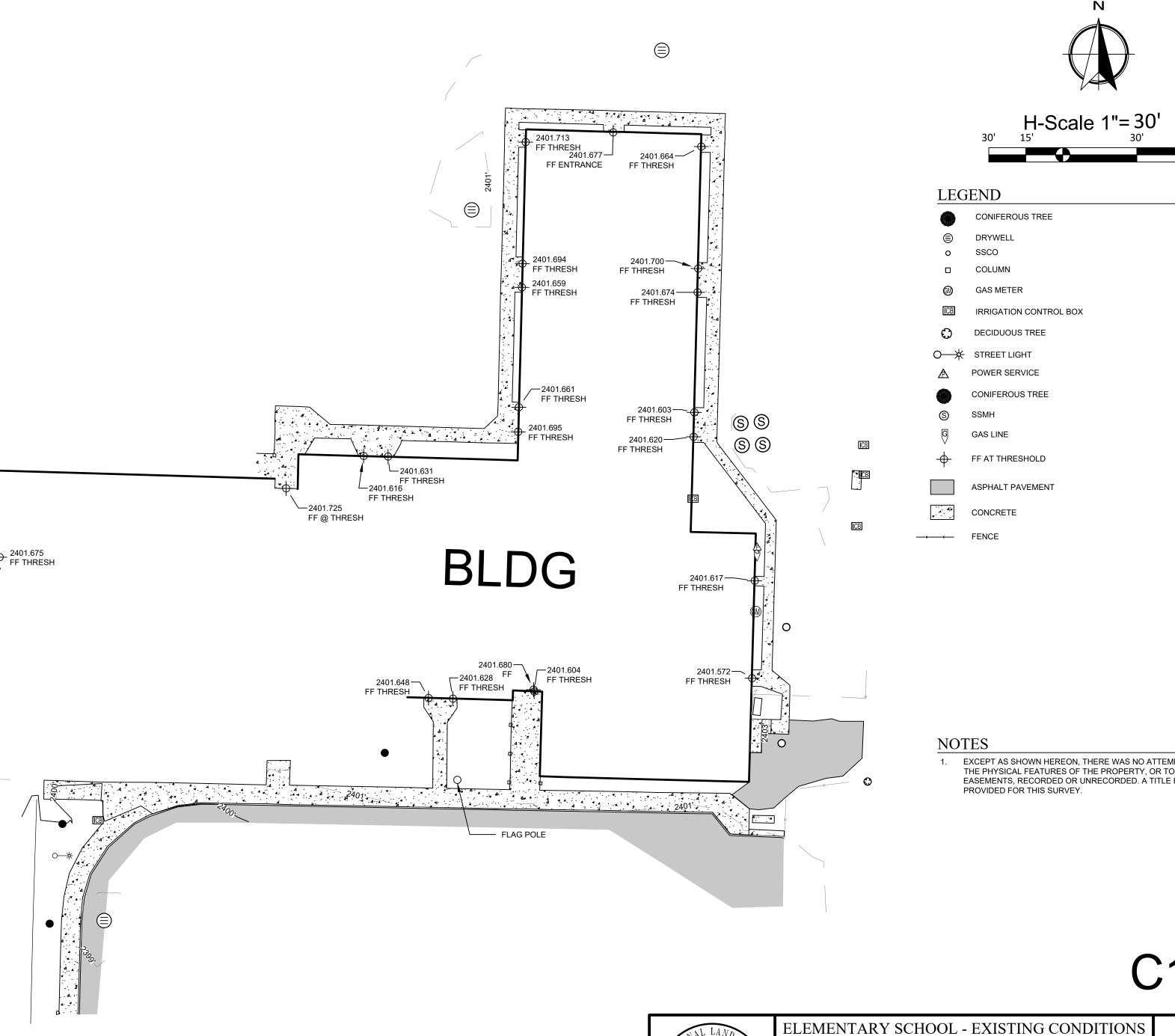
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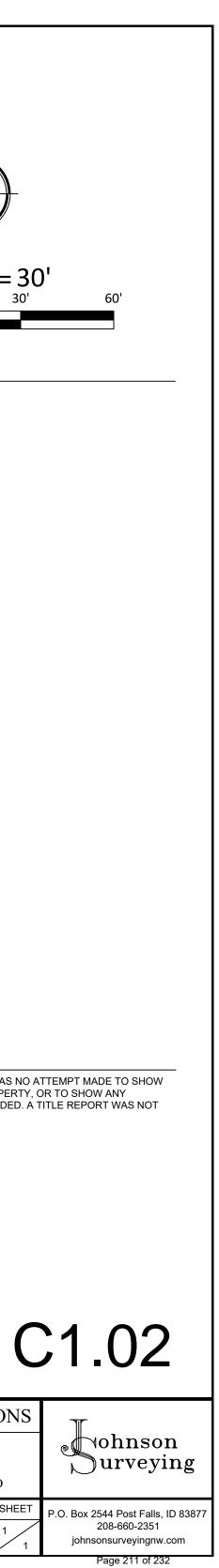


# ATHOL ELEMENTARY SCHOOL - EXISTING CONDITIONS A PORTION OF SECTION 16, TOWNSHIP 53 N., RANGE 3 W., BOISE MERIDIAN, CITY OF ATHOL, KOOTENAI COUNTY, IDAHO

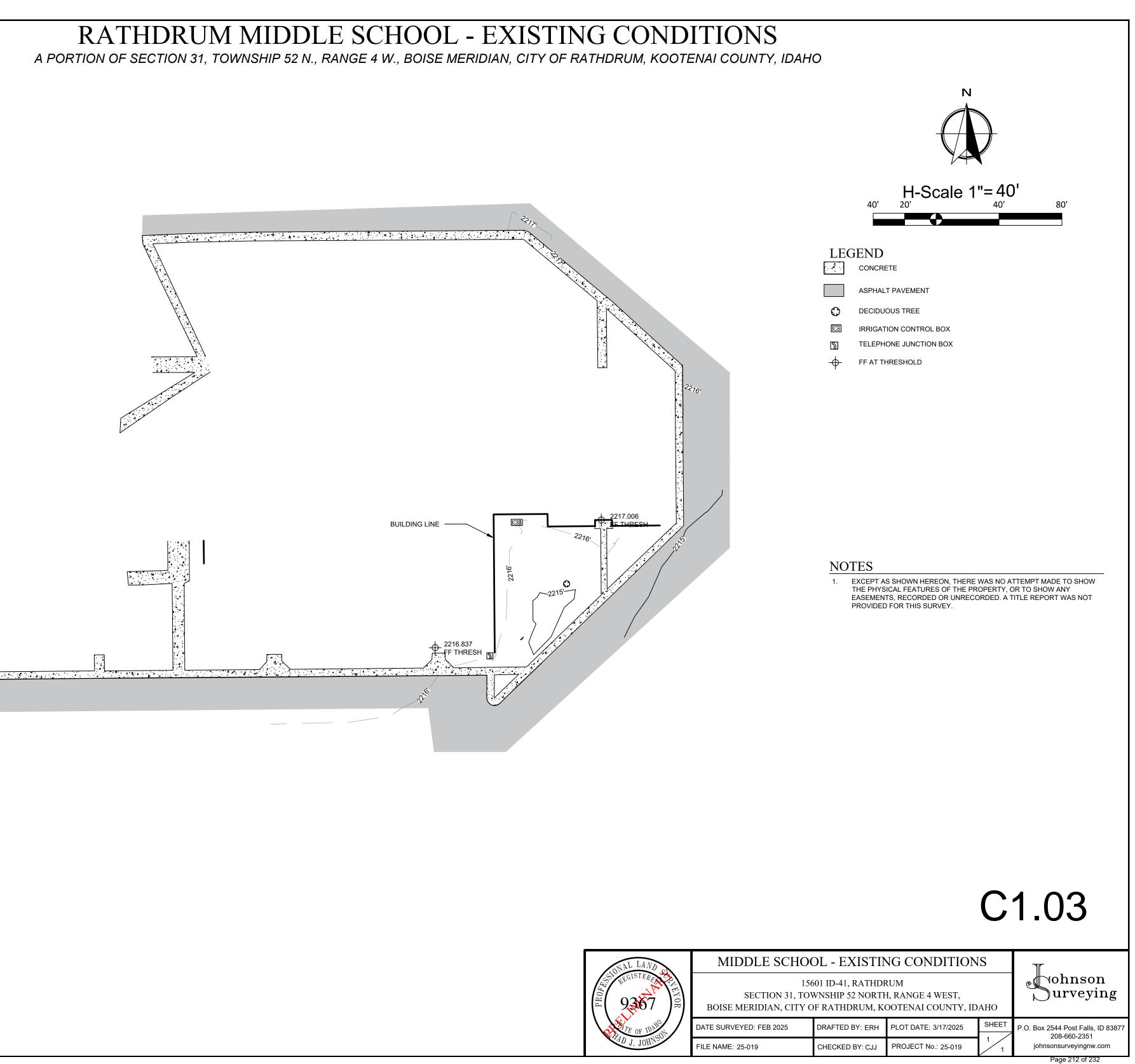


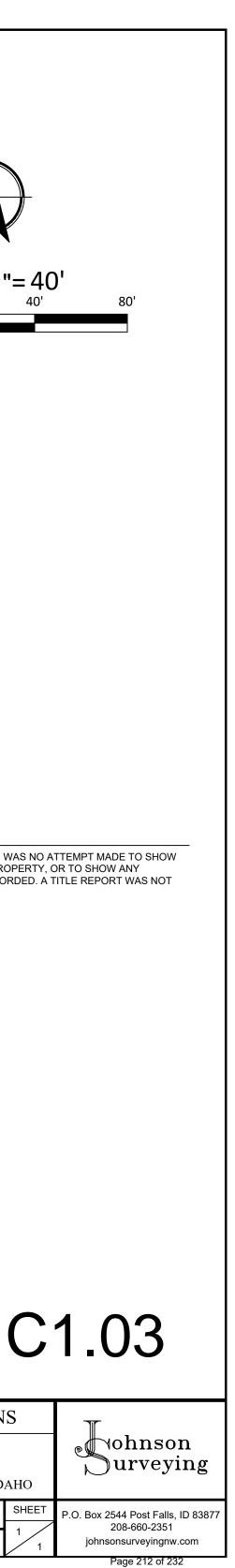


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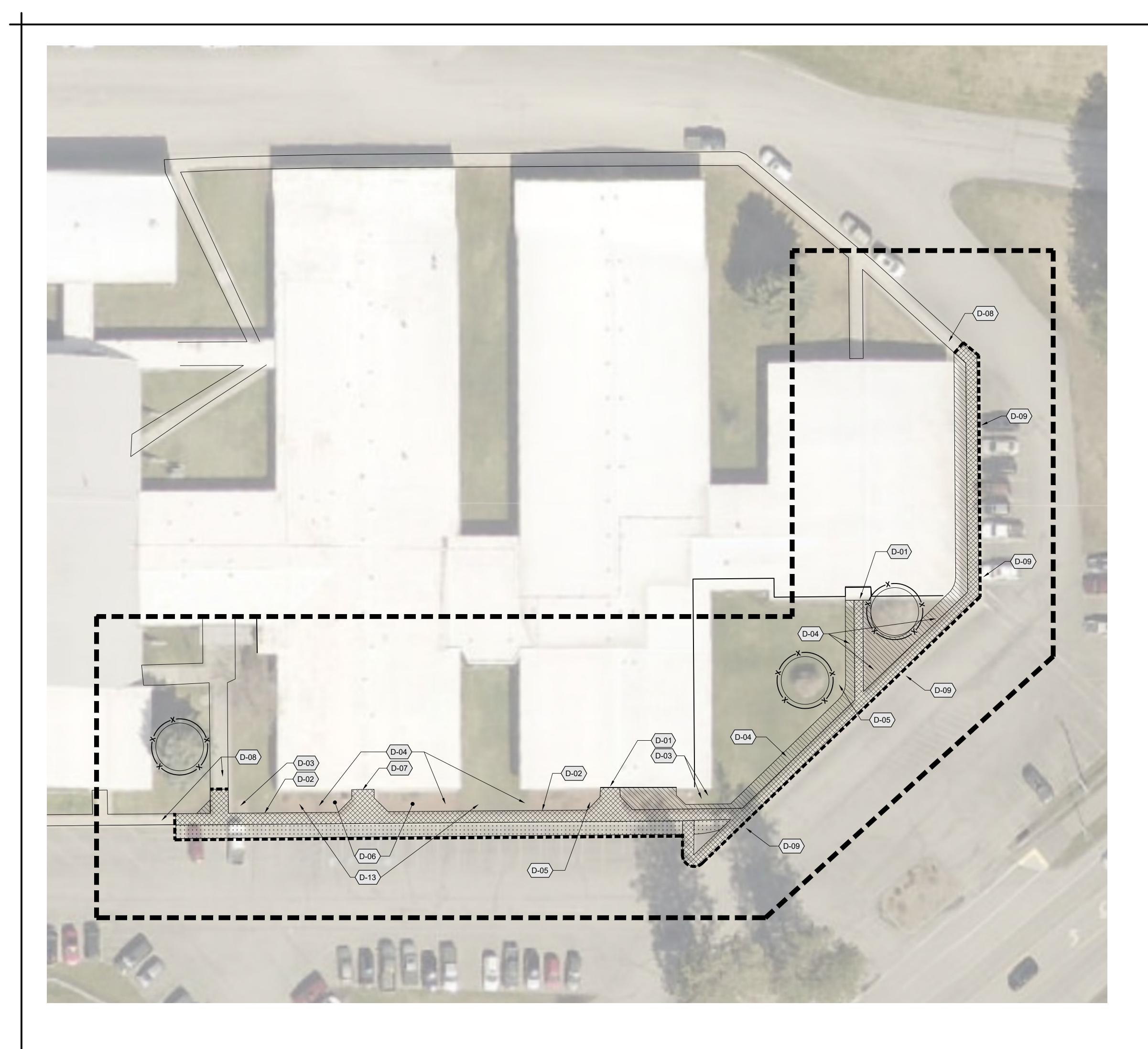




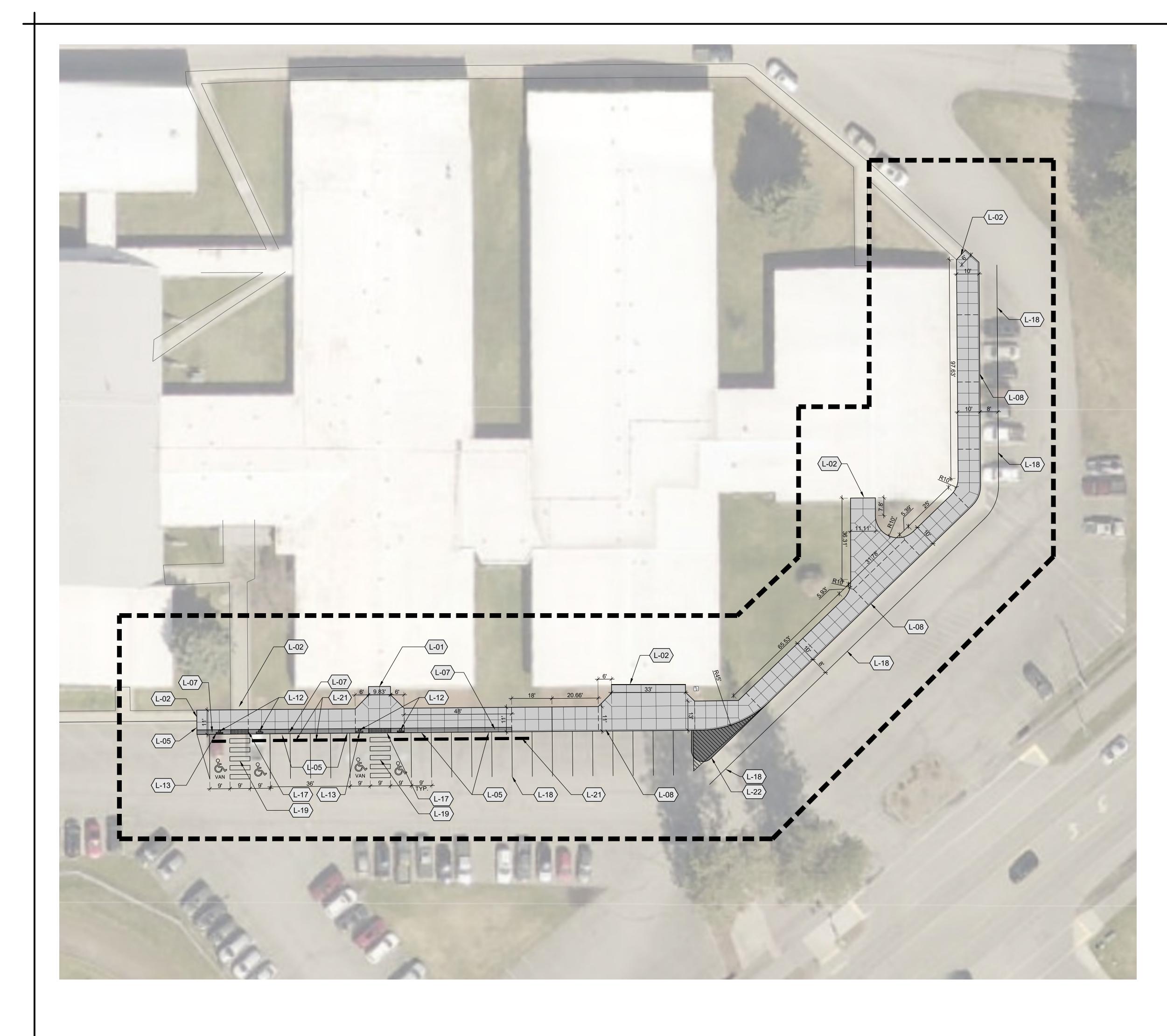




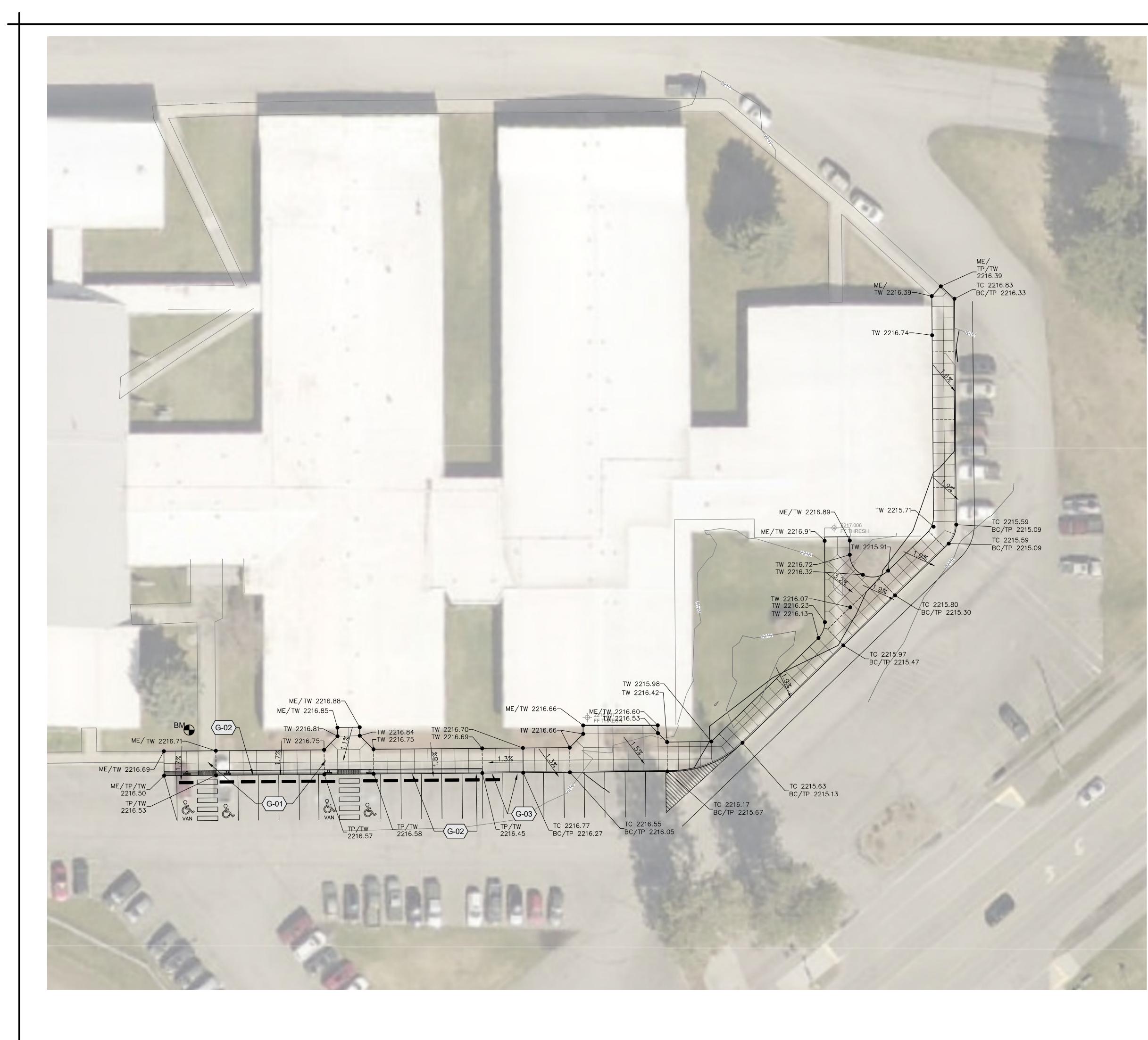
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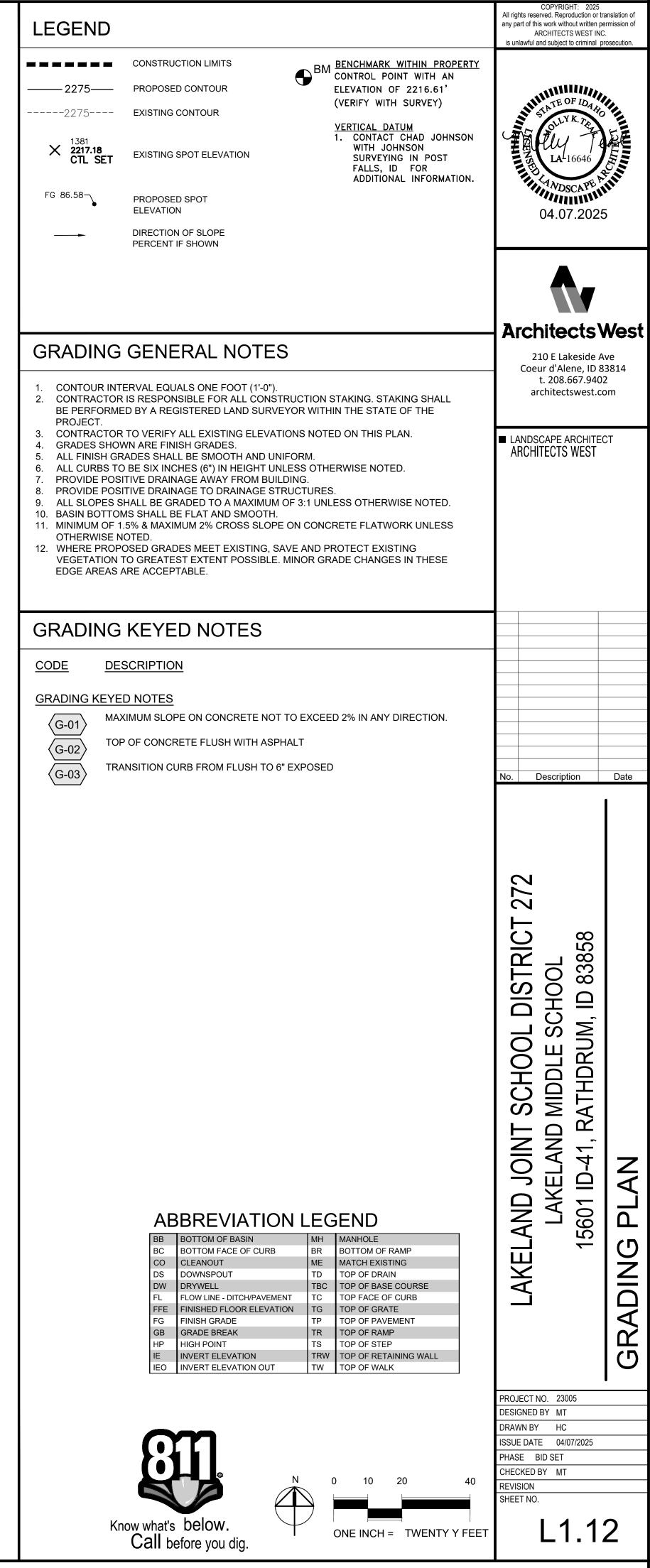


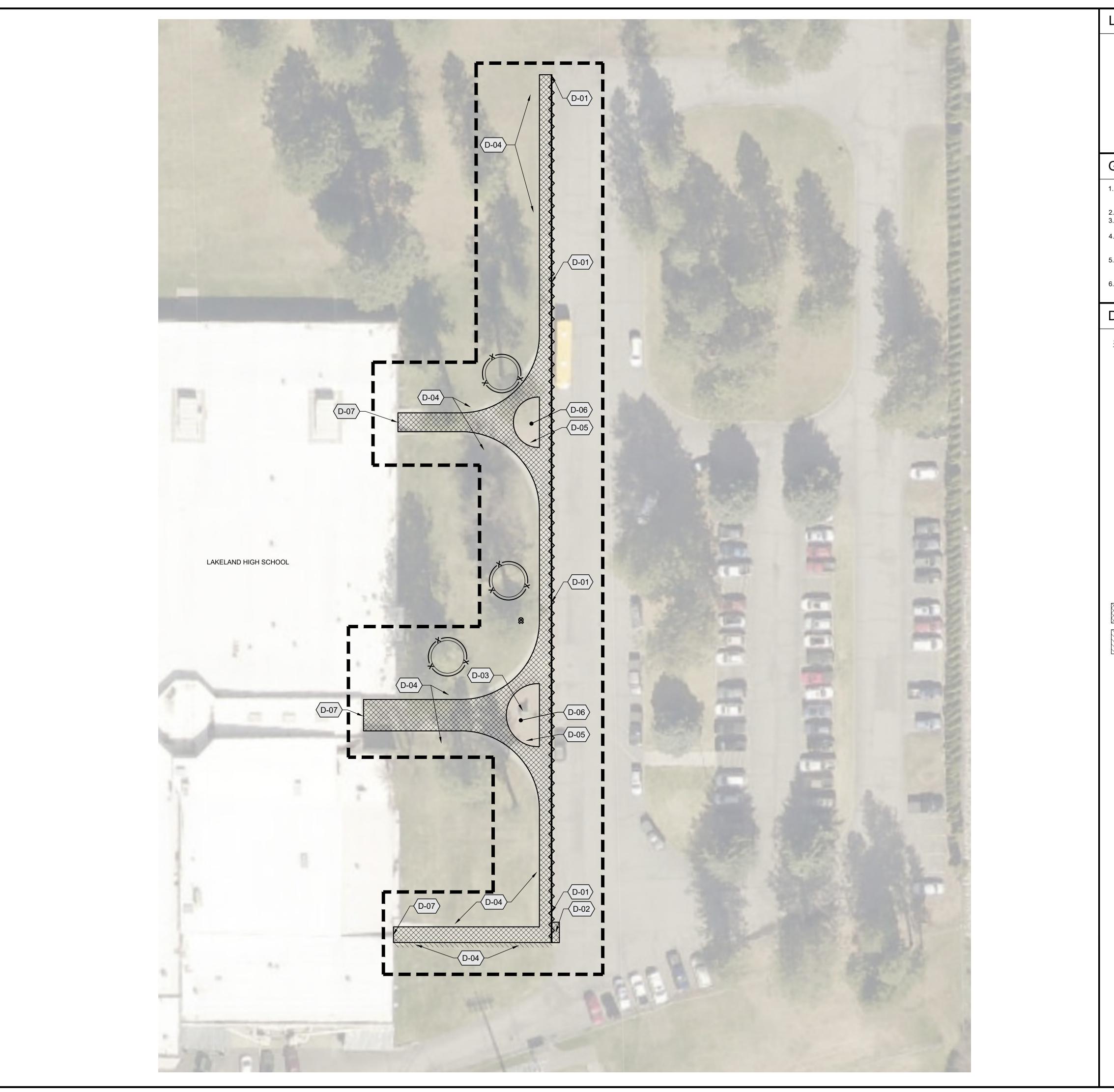
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GENERAL NOTES	
<ol> <li>NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.</li> <li>LIMITS OF WORK ARE IDENTIFIED ON PLANS.</li> <li>IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.</li> <li>IN AREAS WHERE DEMOLITION WORK WILL OCCUR ON OR ADJACENT TO PROTECTED TREES, REFER TO TREE PROTECTION DETAIL AND PROTECT TO THE GREATEST EXTENT POSSIBLE.</li> <li>CONTRACTOR TO ENSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS THAT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE ARE WATERED, WEEDED AND PROTECTED FROM CONSTRUCTION ACTIVITIES.</li> <li>CONTRACTOR TO WATER ALL TREES WITHIN THE CONSTRUCTION LIMITS AS SPECIFIED.</li> </ol>	Architects West 210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com
DEMOLITION KEYED NOTES	
SYMBOL       DESCRIPTION         (D-01)       CONCRETE TO BE SAWCUT AT BUILDING FACE EDGES. PROTECT CONCRETE WITHIN DOOR THRESHOLD ALCOVE.         (D-02)       CONCRETE DEMOLITION TO START AT BACK OF WALK AND EXTEND 11'-0" INTO PARKING LOT. SAWCUT AND REMOVE ASPHALT ALONG THE 11'-0" LINE.COORDINATE WITH LAYOUT PLAN.	
D-03 SAVE AND PROTECT EXISTING UTILITIES	
D-04 SAVE AND PROTECT EXISTING IRRIGATION. COORDINATE REMOVAL OR RELOCATION WITH OWNER.	
D-05 SAVE AND PROTECT EXISTING IRRIGATION SLEEVES AS ENCOUNTERED.	
D-06 SAVE AND PROTECT EXISTING PLANTING MULCH AREAS. CONTRACTOR TO RETURN BEDS TO PRE-CONSTRUCTION CONDITION IF DAMAGED DURING CONSTRUCTION PHASE.	No. Description Date
D-07 SAVE AND PROTECT EXISTING DOOR THRESHOLDS. REMOVE AND SALVAGE DOOR STOPS FOR REINSTALLATION.	
D-08 SAVE AND PROTECT EXISTING CONCRETE FLATWORK.	
D-09 CONCRETE DEMOLITION TO START AT FACE OF EXISTING SIDEWALK WHERE CONCRETE AND ASPHALT MEET. SAWCUT OR REMOVE CONCRETE AND EXTEND REMOVAL INTO LANDSCAPE AREA TOWARDS BUILDING.	T 272
REMOVE EXISTING CONCRETE FLATWORK	DISTRIC HOOL ID 83858
CLEAR AND GRUB LANDSCAPE AREA IN PREPARATION FOR NEW CONCRETE FLATWORK.	L DIST Schoo M, ID 83
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NOTES: 1. CONTRACTOR SHALL KEEP MULCH MOIST AT ALL TIMES. WATER AS SPECIFIED. 2. NO CHEMICALS FOURMENT OR OTHER DETRIMENTAL ACTIVITIES SHALL BE ALL OWED WITHIN THE	TION
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5. REFER TO SPECIFICATION SECTION #015639 FOR ADDITIONAL INFORMATION.	DEMOI
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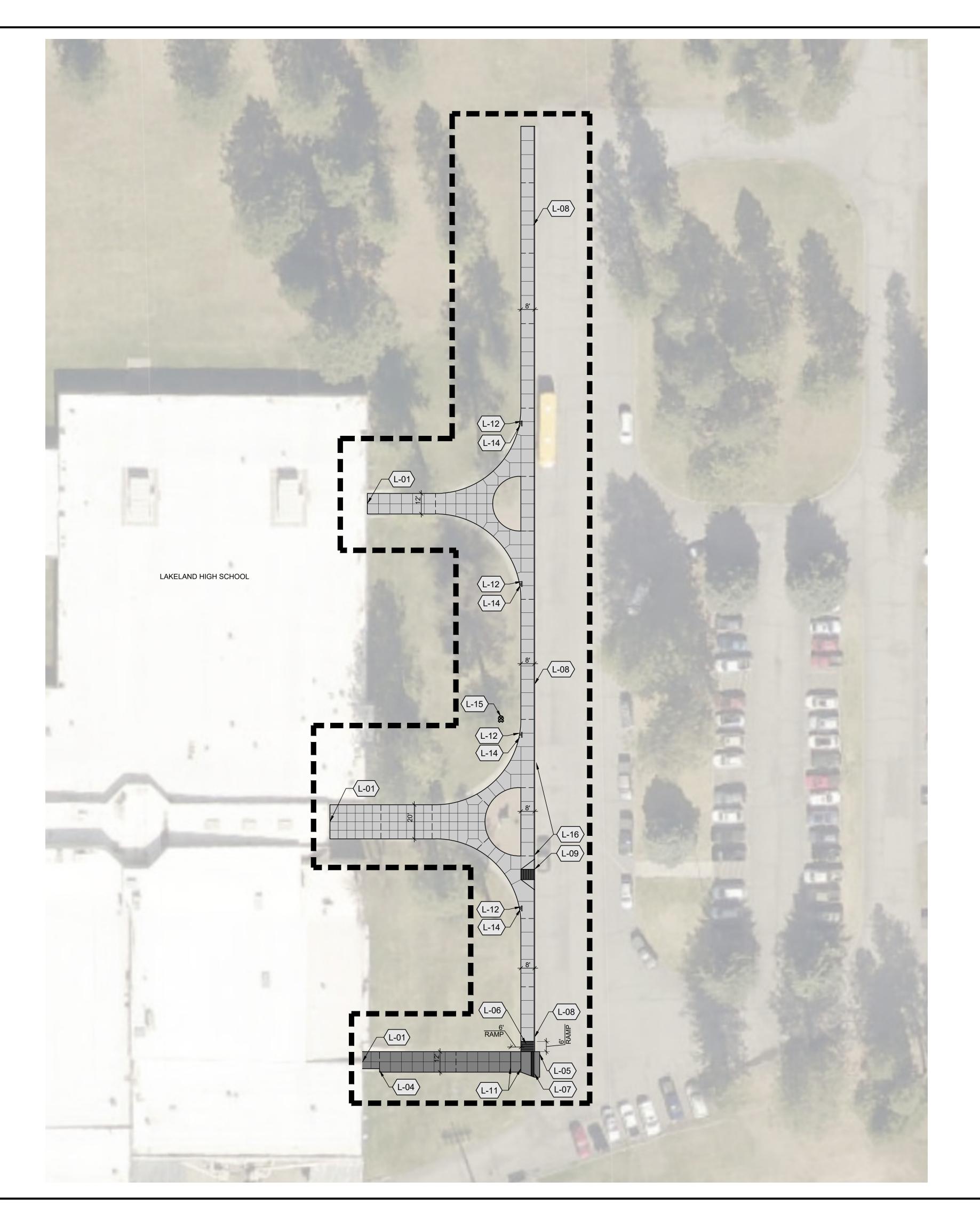
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	L-02	CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK			
	L-05	CONCRETE TO MEET AND MATCH EXISTING ASPHALT	7/L1.70	No. Description	Date
	L-07	INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL	6/L1.70		
	L-08	INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT TO MATCH GRADING PLAN.	1/L1.70		
	L-12	INSTALL SIGN POST AND BASE PER DETAIL	4/L1.71	272	
	L-13	INSTALL ADA PARKING SIGNAGE PER DETAIL	6/L1.71		
	L-17	INSTALL DETECTABLE WARNING TRUNCATED DOME STRIP PER DETAIL	6/L1.70	STRICT OL 83858	
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	L-19	INSTALL NEW ADA PARKING LOT STRIPING AND LAYOUT PER DETAIL	3/L1.71	ν Σ 0 – Ι	
	(L-21)	INSTALL NEW CONCRETE WHEEL STOP PER DETAIL, TYPICAL.	10/L1.70		
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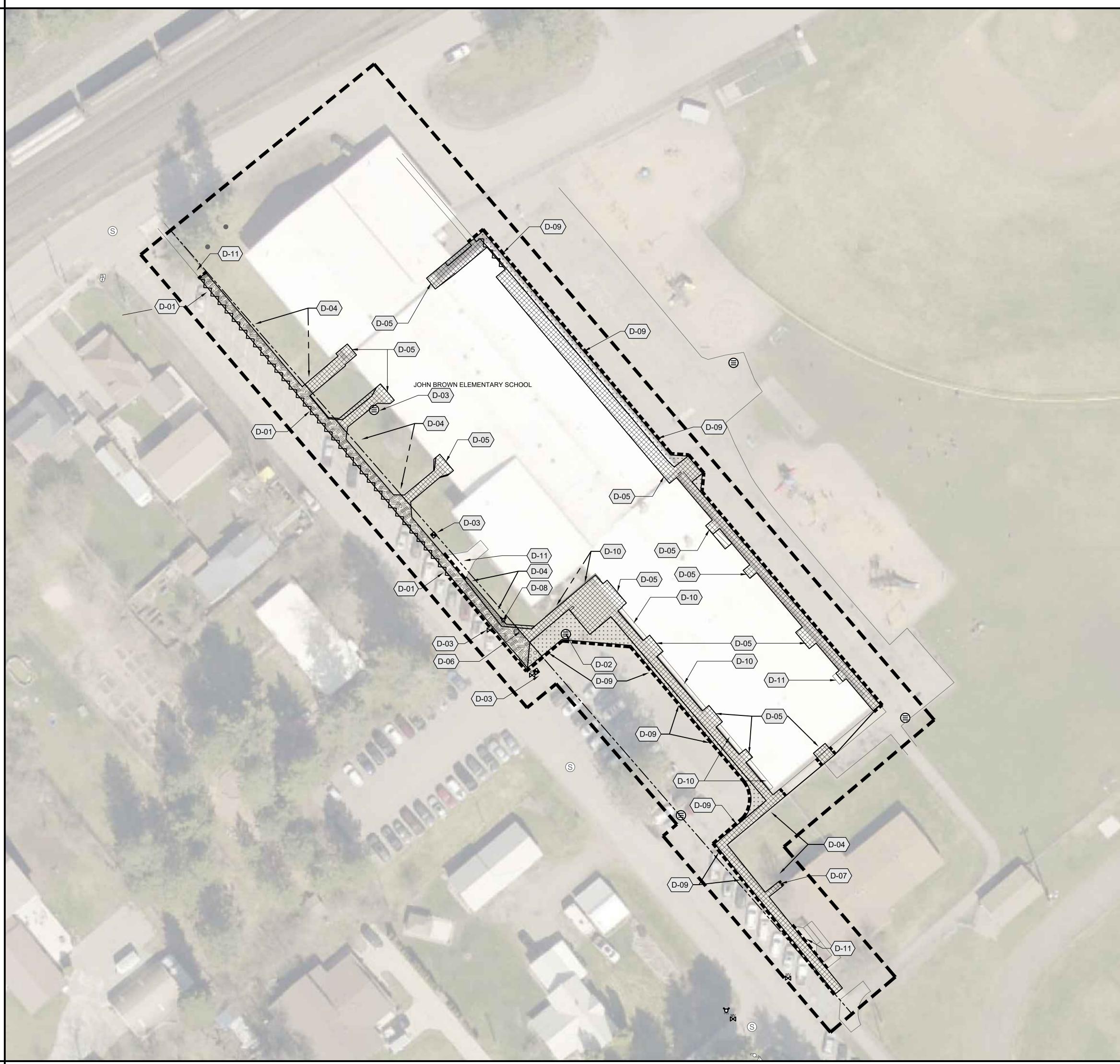




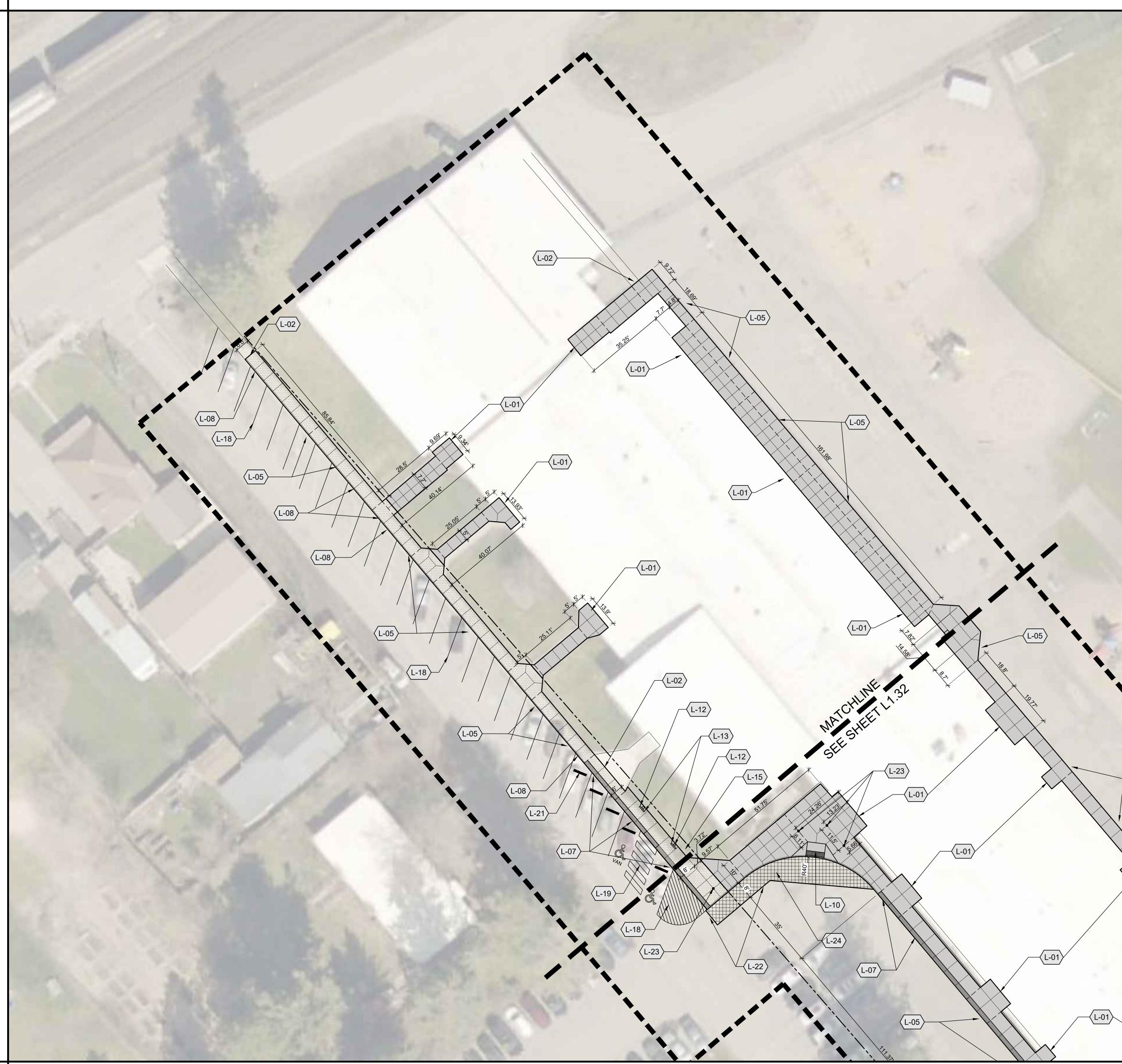
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EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL THIS SHEET	STATE OF IDARO
EXISTING CURB TO BE REMOVED. SAVE & PROTECT EXISTING ASPHALT.	LA-16646
	THE ANDSCAPE ACTION
GENERAL NOTES	04.07.2025
<ol> <li>NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.</li> <li>LIMITS OF WORK ARE IDENTIFIED ON PLANS.</li> <li>IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.</li> <li>IN AREAS WHERE DEMOLITION WORK WILL OCCUR ON OR ADJACENT TO PROTECTED TREES, REFER TO TREE PROTECTION DETAIL AND PROTECT TO THE GREATEST EXTENT POSSIBLE.</li> <li>CONTRACTOR TO ENSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS THAT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE ARE WATERED, WEEDED AND PROTECTED FROM CONSTRUCTION ACTIVITIES.</li> <li>CONTRACTOR TO WATER ALL TREES WITHIN THE CONSTRUCTION LIMITS AS SPECIFIED.</li> </ol>	<b>Architects West</b> 210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com
DEMOLITION KEYED NOTES	LANDSCAPE ARCHITECT ARCHITECTS WEST
SYMBOL DESCRIPTION	
D-01 SAWCUT AND REMOVE EXISTING CURB. SAVE & PROTECT EXISTING ASPHALT TO THE GREATEST EXTENT POSSIBLE. NEW CONCRETE TO BE INSTALLED TO EDGE OF EXISTING ASPHALT. ENSURE CLEAN, STRAIGHT SAWCUT LINE.	
D-02 SAWCUT & REMOVE COLD PATCHED ASPHALT RAMP LOCATED IN DRIVE LANE. SAWCUT AND REMOVE APPROXIMATELY 3' X 15' AREA OF ASPHALT. CREATE CLEAN SAWCUT EDGE FOR NEW CONCRETE TO BE INSTALLED AGAINST.	
D-03 SAVE AND PROTECT EXISTING UTILITIES	
D-04 SAVE AND PROTECT EXISTING IRRIGATION. COORDINATE REMOVAL OR RELOCATION WITH OWNER.	
D-05 SAVE AND PROTECT EXISTING IRRIGATION SLEEVES AS ENCOUNTERED.	
D-06 SAVE AND PROTECT EXISTING ROCK MULCH AREAS. CONTRACTOR TO RETURN BEDS TO PRE-CONSTRUCTION CONDITION IF DAMAGED DURING CONSTRUCTION PHASE.	No. Description Date
D-07 SAVE AND PROTECT EXISTING DOOR THRESHOLDS. REMOVE AND SALVAGE DOOR STOPS FOR REINSTALLATION.	
REMOVE EXISTING CONCRETE FLATWORK	2
CLEAR AND GRUB LANDSCAPE AREA IN PREPARATION FOR NEW CONCRETE FLATWORK.	272
<text><section-header><section-header><section-header><list-item><list-item><list-item><section-header></section-header></list-item></list-item></list-item></section-header></section-header></section-header></text>	LAKELAND JOINT SCHOOL DISTRICT LAKELAND SENIOR HIGH SCHOOL 7006 ID-53, RATHDRUM, ID 83858 DEMOLITION PLAN
	PROJECT NO.23005DESIGNED BYMTDRAWN BYNMISSUE DATE4/7/2025PHASEBID SETCHECKED BYMTREVISIONSHEET NO.
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	Page 216 of 232



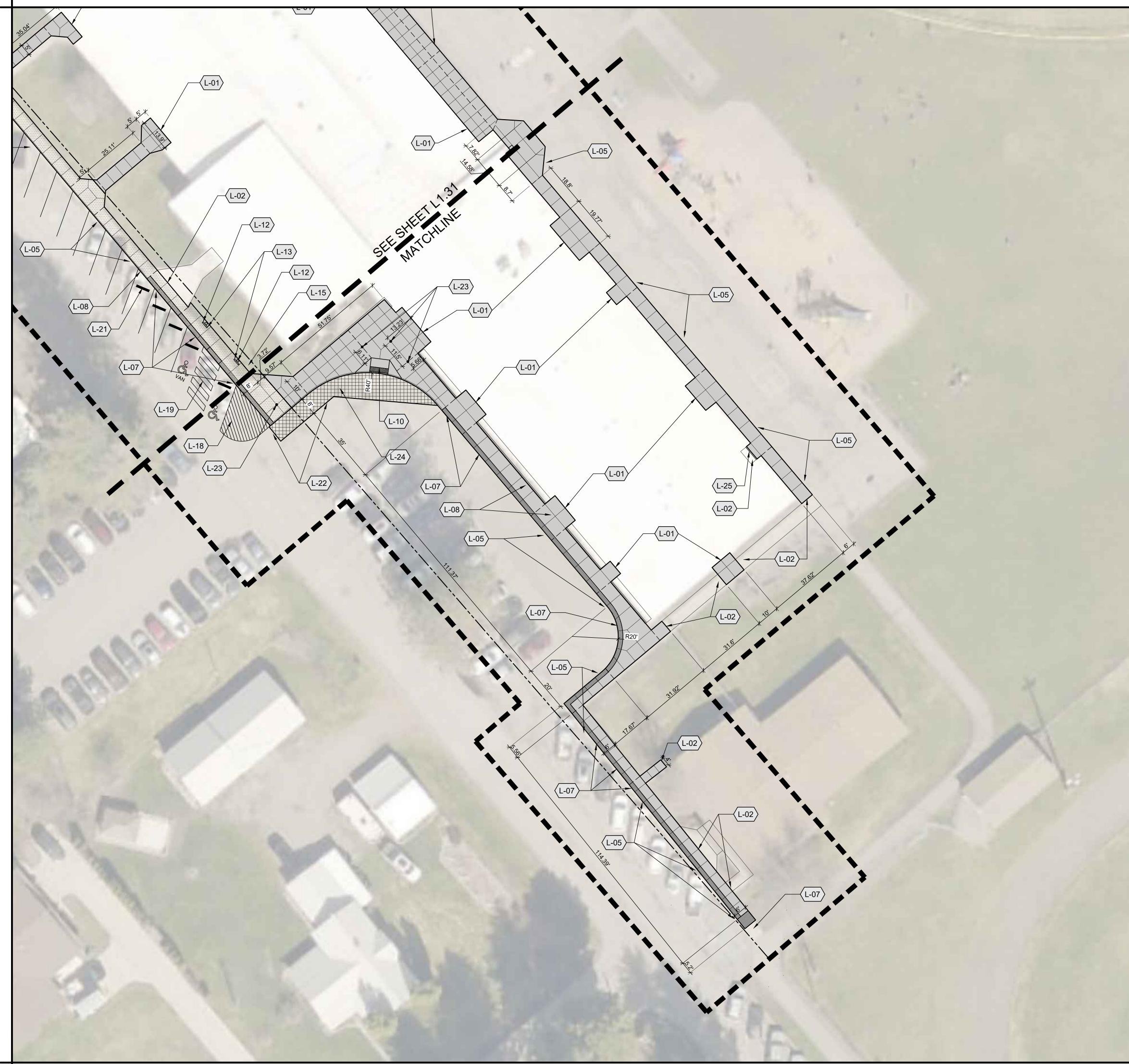
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	CONSTRUCTION LIMITS LINE		TE OF IDA A	111
GENER	AL NOTES		OLLIA A	重
CONTRAC DEMOLITI SITE OR A CONTRAC ALL DIMEI OF FOUND	OSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LA TOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION. TOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION ON OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING DJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY TOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. NSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEN DATION, EDGE OF WALLS OR CENTER OF POST.	N OF ANY UTILITIES ON Ź IENT, EDGE	LA-16646 ANDSCAPE 04.07.2025	
	TOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMP G LANDSCAPE AREAS AS A RESULT OF CONSTRUCTION ACTIVITIE			
GRADII	NG NOTES		Architects	Nes
AND COMP. 2. ALL FINISH 3. ALL CURBS 4. PROVIDE P 5. PROVIDE F	PTH AND COMPACTION OF EXISTING BASE COURSE. ENSURE PRO ACTION ARE MET AND MEET THE DETAIL AND SPECIFICATION REG GRADES SHALL BE SMOOTH AND UNIFORM. TO BE SIX INCHES (6") IN HEIGHT UNLESS OTHERWISE NOTED. OSITIVE DRAINAGE AWAY FROM BUILDING. POSITIVE DRAINAGE TO DRAINAGE STRUCTURES. MINIMUM OF 1.5 % CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISI	QUIREMENTS.	210 E Lakeside A Coeur d'Alene, ID 8 t. 208.667.9402 architectswest.co	3814 2 om
LAYOU	T KEYED NOTES		ARCHITECTS WEST	
SYMBOL	DESCRIPTION	DETAIL	1	
Layout	CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS.			
<b>L-04</b>	CONCRETE TO TERMINATE AT END OF RETAINING WALL.			
(L-05)	CONCRETE TO MEET AND MATCH EXISTING ASPHALT	7/L1.70		
(L-06)	INSTALL CURB CUT RAMP WITH SCORING PER DETAIL	4/L1.70		
(L-07)	INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL	6/L1.70		
L-08	INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT TO MATCH EXISTING	1/L1.70		
(L-09)	INSTALL ACCESSIBLE CURB CUT RAMP PER DETAIL	8/L1.70	No. Description	Date
(L-11)	TRANSITION FROM ASPHALT ELEVATION TO +6" TO MEET AND MATCH EXISITNG GRADE OVER 6' AS INDICATED			
(L-12)	INSTALL SIGN POST AND BASE PER DETAIL	4/L1.71		
L-14	INSTALL BUS LOADING ZONE SIGNAGE PER DETAIL	5/L1.71	r 272	
(L-15)	SAVE AND PROTECT EXISTING FDC			
L-16	INSTALL 50' LENGTH PAINTED CURB TO INDICATE FIRE LANE. COLOR: RED. VERIFY WITH FIRE DEPARTMENT FOR EXACT LOCATION AND EXTENTS		DISTRIC SCHOOL D 83858	
	INSTALL CONCRETE FLATWORK AS SPECIFIED AND PER DETAIL.	2/L1.70	M, II D	
	Construction joint Isolation joint INSTALL REINFORCED CONCRETE AS SPECIFIED AND PER	3/L1.70		
	DETAIL Construction joint Joint		LAKELAND JOINT SCH LAKELAND SENIOR 7006 ID-53, RATHDI	AYOUT PI AN
			PROJECT NO. 23005 DESIGNED BY MT DRAWN BY NM	_
	RA		ISSUE DATE 4/7/2025 PHASE BID SET	
		60	CHECKED BY MT REVISION SHEET NO.	
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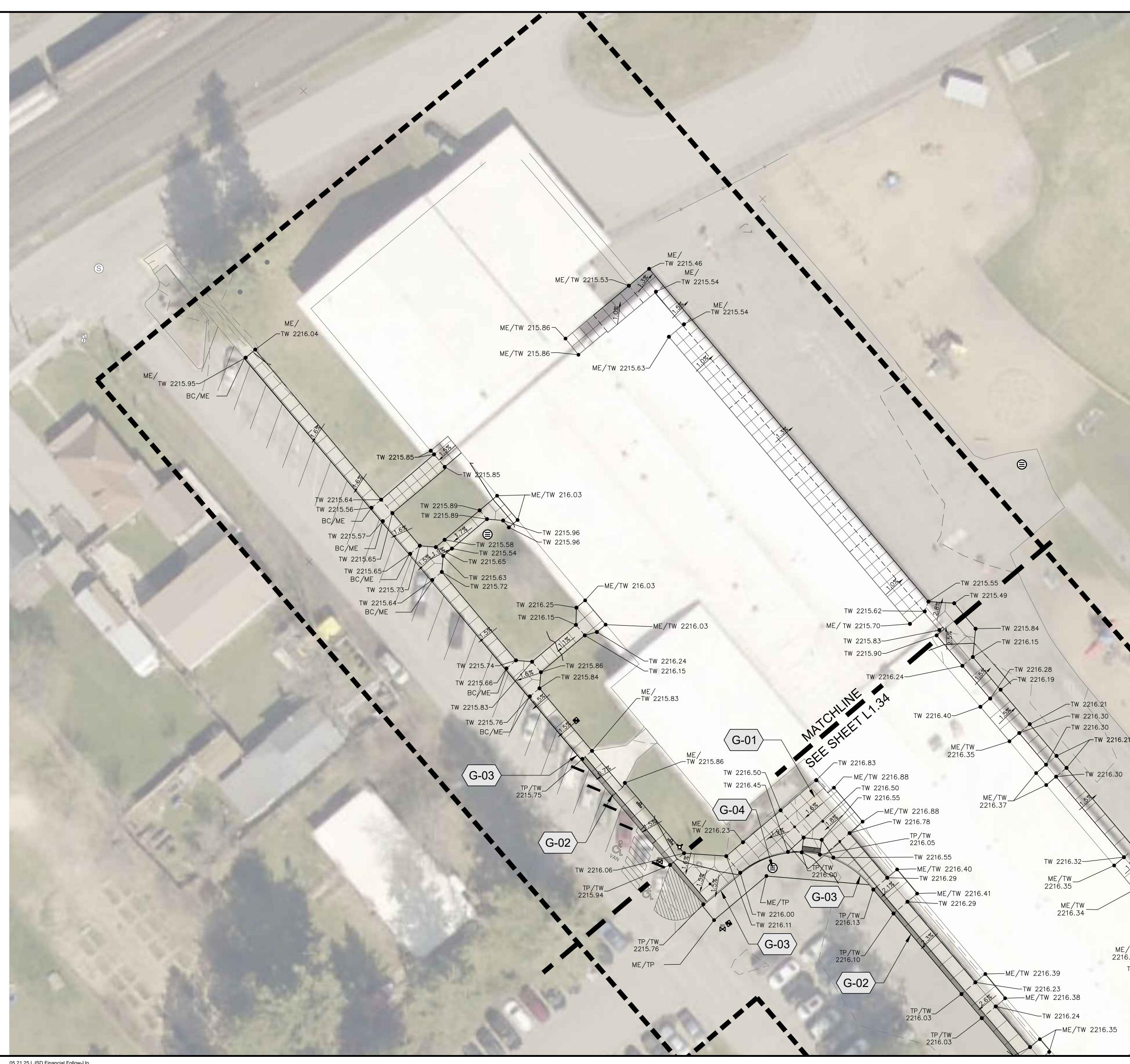
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$\sim \sim \sim$	EXISTING CURB TO BE REMOVED. SAVE & PROTECT EXISTING ASPHALT.		
	CONSTRUCTION LIMITS	C	STATE OF IDARO
	ALTERNATE #1 LIMIT LINE		LA-16646
	SAWCUT LINE		04.07.2025
GENERAL NOTE	S		
<ul> <li>REVIEWING ALL DOCUMENT REFER TO SPECIFICATIONS</li> <li>2. LIMITS OF WORK ARE IDENT</li> <li>3. IN THE EVENT OF A DISCREE IMMEDIATELY.</li> <li>4. IN AREAS WHERE DEMOLITIE TREES, REFER TO TREE PRE EXTENT POSSIBLE.</li> <li>5. CONTRACTOR TO ENSURE TO CONSTRUCTION LIMITS THA ARE WATERED, WEEDED AN</li> </ul>	OLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR IS AND EXISTING CONDITIONS. CONTRACTOR SHALL AND DETAILS FOR ADDITIONAL REQUIREMENTS. TIFIED ON PLANS. PANCY, NOTIFY THE LANDSCAPE ARCHITECT ON WORK WILL OCCUR ON OR ADJACENT TO PROTECTED COTECTION DETAIL AND PROTECT TO THE GREATEST THAT ALL TURF AND LANDSCAPE AREAS WITHIN AT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE ND PROTECTED FROM CONSTRUCTION ACTIVITIES. LL TREES WITHIN THE CONSTRUCTION LIMITS AS		Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com
DEMOLITION KE	YED NOTES		
(D-01) ASPHALT TO THE	- EMOVE EXISTING CURB. SAVE & PROTECT EXISTING E GREATEST EXTENT POSSIBLE. NEW CONCRETE TO O EDGE OF EXISTING ASPHALT. ENSURE CLEAN,		
D-02 PRESERVE AND	PROTECT MANHOLE COVER AND RIM		
$\langle D-03 \rangle$	ECT EXISTING UTILITIES		
(D-04) OR RELOCATION	N WITH OWNER.		
	ECT EXISTING DOOR THRESHOLDS. REMOVE AND STOPS FOR REINSTALLATION.		
D-06 PROVIDE NEW C	ECT EXISTING FLAG POLE AND SCHOOL SIGN. ONCRETE SURFACING AROUND THESE ELEMENTS, OR E-INSTALL IN NEW CONCRETE, AS REQUIRED.	No.	Description Date
D-07 SAVE AND PROT CONCRETE AT B	ECT EXISTING CONCRETE STAIRCASE. REMOVE BOTTOM STEP.		
D-08 SAVE AND PROT	ECT EXISTING FDC		272 83858
(D-09) EXISTING ASPHA CONCRETE TO B	EMOVE EXISTING ASPHALT. SAVE & PROTECT ALT TO THE GREATEST EXTENT POSSIBLE. NEW BE INSTALLED TO EDGE OF EXISTING ASPHALT. STRAIGHT SAWCUT LINE.		
D-10 SAVE AND PROT	ECT EXISTING CONCRETE SEAT WALLS		JUL DISTRICT EMENTARY RATHDRUM, ID R
< <u>D-11</u> >	ECT EXISTING CONCRETE FLATWORK.		그 & 푼ㅣ
	OVE EXISTING CONCRETE FLATWORK		SCHUU VN ELEM AVE, RAT
BASE BID - CLEA	R AND GRUB LANDSCAPE IN PREPARATION FOR NEW		
	E EXISTING CONCRETE FLATWORK		AND JUINI SC JOHN BROWN ASHINGTON AV ON PLAN
	EXISTING ASPHALT		AND JUIN JOHN BRC ASHINGTOI
ALT. 1: CLEAR AN NEW CONCRETE	ND GRUB LANDSCAPE AREA IN PREPARATION FOR	_	TIO WAY
BASE BID: NO WO			15574 V DEMOLIT
		DES	JECT NO. 23005 IGNED BY MT WN BY HC
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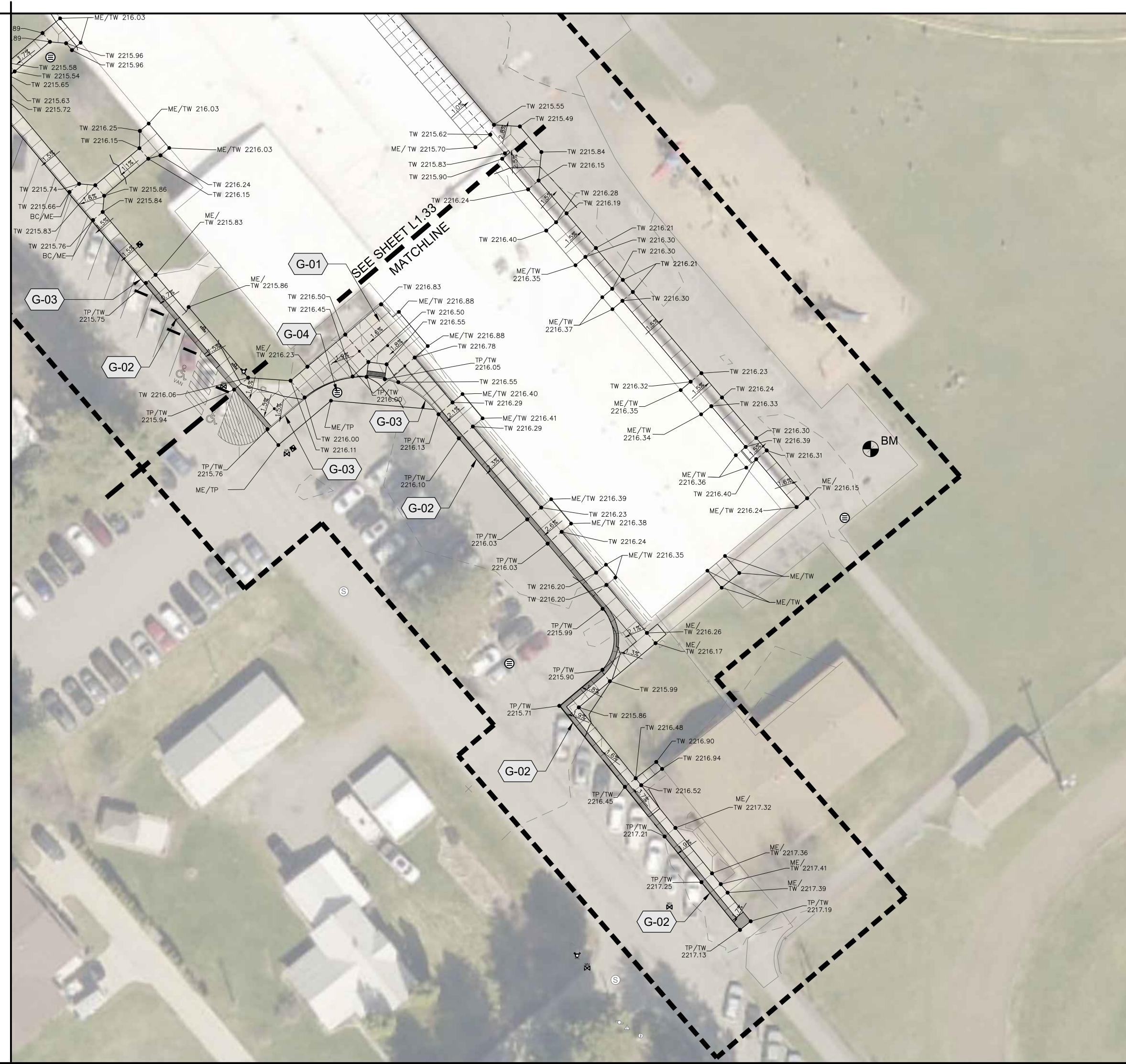
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5. CONTRA	DATION, EDGE OF WALLS OR CENTER OF POST. CTOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMPR IG LANDSCAPE AREAS AS A RESULT OF CONSTRUCTION ACTIVITIE			
			Architects	West
	NG NOTES		210 E Lakeside . Coeur d'Alene, ID t. 208.667.94(	83814
AND COMF 2. ALL FINISH	PTH AND COMPACTION OF EXISTING BASE COURSE. ENSURE PRO PACTION ARE MET AND MEET THE DETAIL AND SPECIFICATION REC I GRADES SHALL BE SMOOTH AND UNIFORM.		architectswest.	
<ol> <li>PROVIDE F</li> <li>PROVIDE</li> </ol>	S TO BE SIX INCHES (6") IN HEIGHT UNLESS OTHERWISE NOTED. POSITIVE DRAINAGE AWAY FROM BUILDING. POSITIVE DRAINAGE TO DRAINAGE STRUCTURES. MINIMUM OF 1.5 2% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE		■ LANDSCAPE ARCHITE ARCHITECTS WEST	ECT
		NOTED.		
LAYOU	T KEYED NOTES			
<u>SYMBOL</u>	DESCRIPTION	DETAIL		
Layout L-01	CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS.			
	RE-INSTALL EXISTING DOOR STOPS.			
L-02	CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK			
L-05	CONCRETE TO MEET AND MATCH EXISTING ASPHALT	7/L1.70		
L-07	INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL	6/L1.70		
L-08	INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT TO MATCH EXISTING	1/L1.70	No. Description	Date
(L-10)	INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL	8/L1.70		
L-12	INSTALL SIGN POST AND BASE PER DETAIL	4/L1.71		
L-13	INSTALL ADA PARKING SIGNAGE PER DETAIL	6/L1.71	- 272 83858	
(L-15)	SAVE AND PROTECT EXISTING FDC		CT D 8	
L-18	INSTALL NEW PARKING LOT STRIPING PER DETAIL	2/L1.71 3/L1.71	DISTRICT VTARY DRUM, ID	
< <u>└</u> -19>	DETAIL	5/21.71	DIS NTA DR	
L-21	INSTALL NEW CONCRETE WHEEL STOP PER DETAIL, TYPICAL.	10/L1.70	COL EME	_
L-22	ASPHALT TO MEET AND MATCH EXISTING ASPHALT PER DETAIL INSTALL 36" HEIGHT, STAINLESS STEEL REMOVABLE BOLLARD		ш Щ Ц	
〈L-23〉	PER CUT SHEET SHOWN ON DETAIL INSTALL PER MANUFACTURER'S RECOMMENDATIONS.		$  \vdash \partial z$	١ <u></u>
L-24	MEET AND MATCH MANHOLE RIM ELEVATION. SEE GRADING PLAN		JOINT N BRO	
<b>L-25</b>	INSTALL CHANNEL DRAIN PER DETAIL	9/L1.71	$\square \square \angle \neg$	AN
	INSTALL ASPHALT AS SPECIFIED AND PER DETAIL	12/L1.70	LAND, JOHI VASHIN	
	BASE BID - INSTALL CONCRETE FLATWORK AS SPECIFIED AND PER DETAIL	2/L1.70	AKEI 574 V	
	Construction joint Isolation joint ALT #1 - INSTALL CONCRETE FLATWORK AS SPECIFIED AND PER DETAIL	2/L1.70	LAKI 15574	ΑΥΟΙ
	Construction joint Isolation joint			A
			PROJECT NO.23005DESIGNED BYMTDRAWN BYHC	
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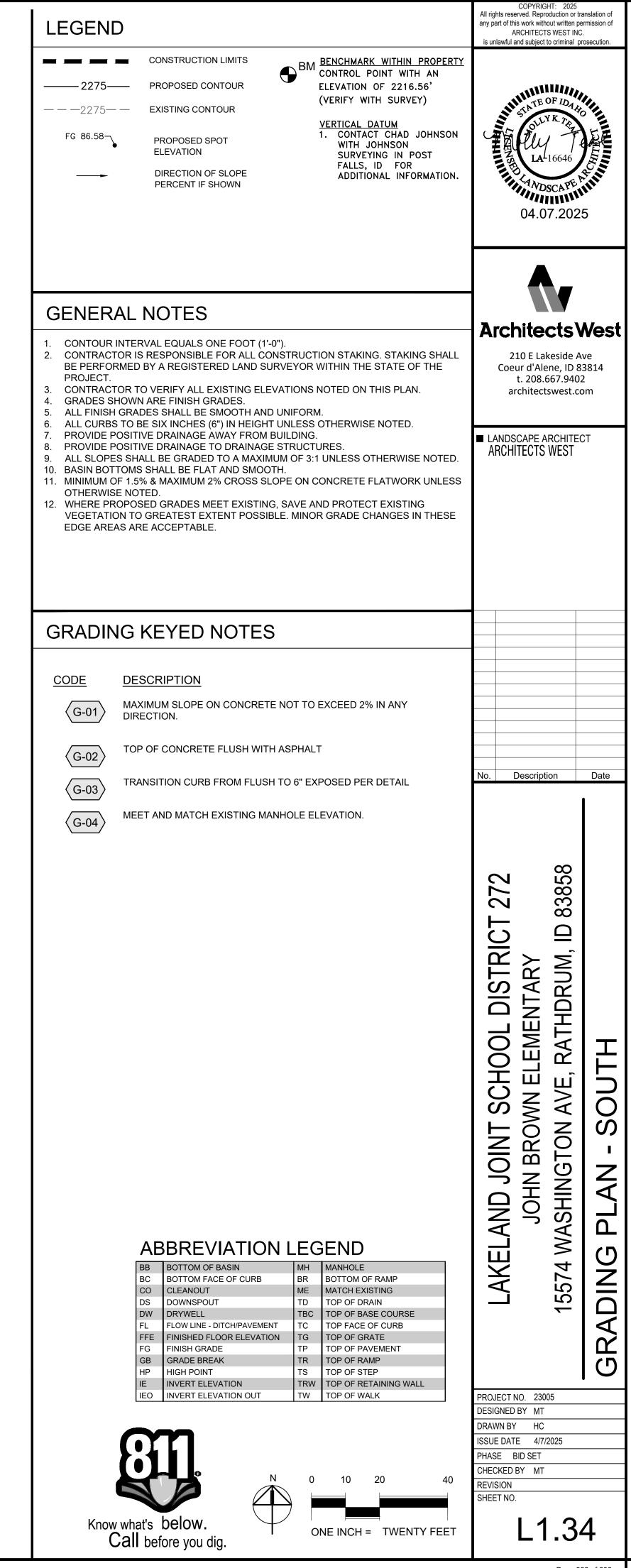


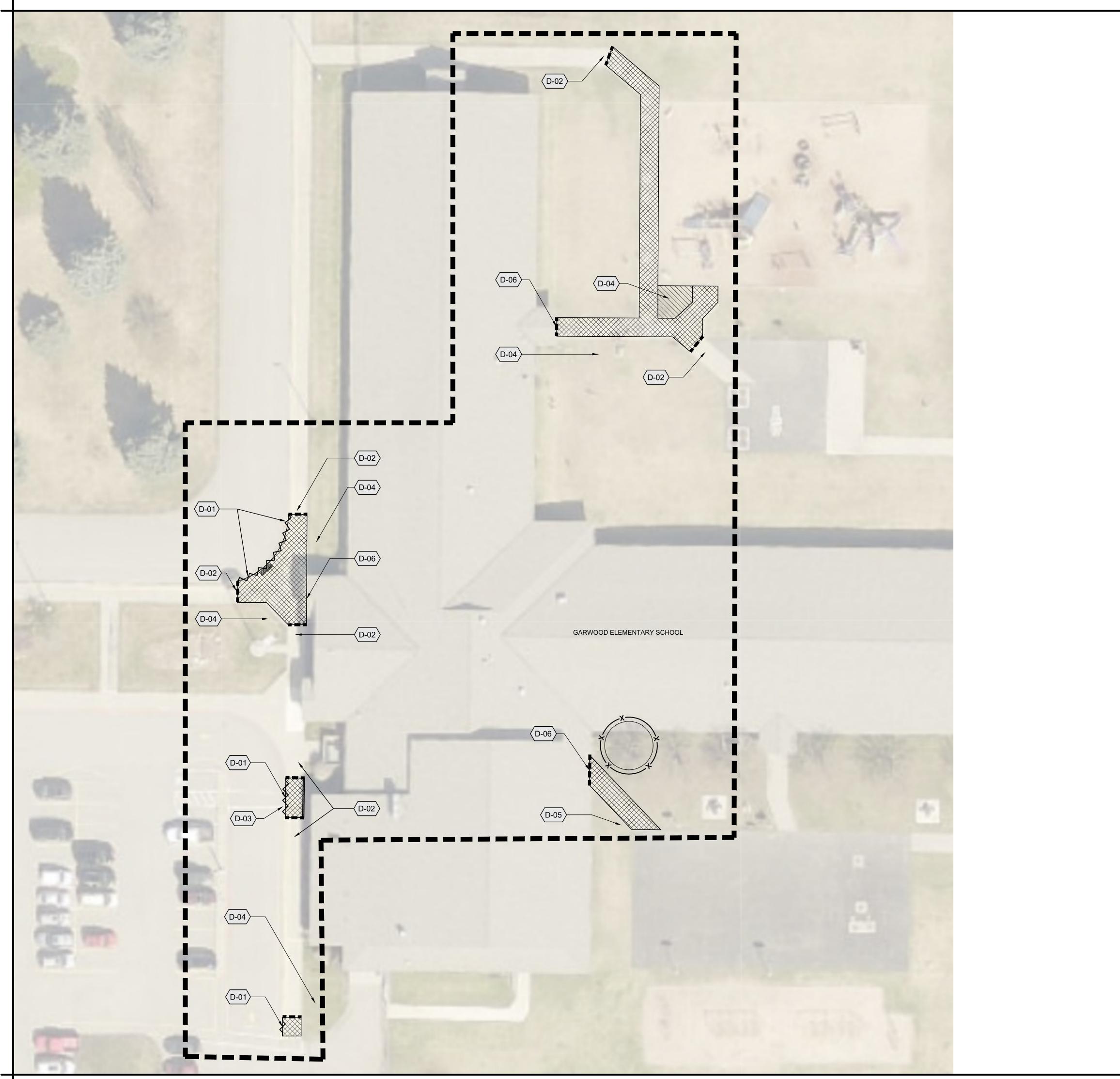
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AYOUT KEYED NOTES         SYMBOL       DESCRIPTION       DET.         ayout       CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS.       CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK         (L-02)       CONCRETE TO MEET AND MATCH EXISTING ASPHALT       7/L1.3         (L-05)       CONCRETE TO MEET AND MATCH EXISTING ASPHALT       7/L1.3         (L-07)       INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL       6/L1.3         (L-08)       INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT       1/L1.7         (L-10)       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL       8/L1.3         (L-12)       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.3         (L-13)       INSTALL ADA PARKING SIGNAGE PER DETAIL       6/L1.3	EPTHS AENTS.	210 E Lakeside 210 E Lakeside Coeur d'Alene, ID t. 208.667.94 architectswest	e Ave 0 83814 402 com
SYMBOL       DESCRIPTION       DET.         ayout       CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS.       Image: Concrete to meet and match existing concrete end to the flatwork         (L-02)       CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK       Image: Concrete to meet and match existing asphalt       7/L1.7         (L-05)       CONCRETE TO MEET AND MATCH EXISTING PER DETAIL       6/L1.7         (L-05)       CONCRETE TO MEET AND MATCH EXISTING ASPHALT       7/L1.7         (L-07)       INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL       6/L1.7         (L-08)       INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT       1/L1.7         (L-10)       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL       8/L1.7         (L-12)       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         (L-13)       INSTALL ADA PARKING SIGNAGE PER DETAIL       6/L1.7	_{:D.} AR	CHITECTS WEST	
Layout       CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS.         (L-01)       CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK         (L-02)       CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK         (L-05)       CONCRETE TO MEET AND MATCH EXISTING ASPHALT         (L-07)       INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL         (L-07)       INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT         (L-08)       INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT         (L-10)       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TO MATCH EXISTING         (L-10)       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL         (L-12)       INSTALL SIGN POST AND BASE PER DETAIL         (L-13)       INSTALL ADA PARKING SIGNAGE PER DETAIL			
L-01CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS.L-02CONCRETE TO MEET AND MATCH EXISTING CONCRETE FLATWORK7/L1.3L-05CONCRETE TO MEET AND MATCH EXISTING ASPHALT7/L1.3L-05CONCRETE TO MEET AND MATCH EXISTING ASPHALT7/L1.3L-05INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL6/L1.3L-07INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT1/L1.3L-08INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL8/L1.3L-10INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL4/L1.3L-12INSTALL SIGN POST AND BASE PER DETAIL4/L1.3L-13INSTALL ADA PARKING SIGNAGE PER DETAIL6/L1.3	AIL		
(L-02)FLATWORK(L-05)CONCRETE TO MEET AND MATCH EXISTING ASPHALT7/L1.7(L-05)INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL6/L1.7(L-07)INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT1/L1.7(L-08)INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL8/L1.7(L-10)INSTALL SIGN POST AND BASE PER DETAIL4/L1.7(L-13)INSTALL ADA PARKING SIGNAGE PER DETAIL6/L1.7			
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L-07       INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT TO MATCH EXISTING       1/L1.7         L-08       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL       8/L1.7         L-10       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         L-12       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         L-13       INSTALL ADA PARKING SIGNAGE PER DETAIL       6/L1.7	70		
L-08       TO MATCH EXISTING         L-10       INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH TRUNCATED DOMES PER DETAIL       8/L1.7         L-10       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         L-12       INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         L-13       INSTALL ADA PARKING SIGNAGE PER DETAIL       6/L1.7	70		
L-10       TRUNCATED DOMES PER DETAIL         INSTALL SIGN POST AND BASE PER DETAIL       4/L1.7         INSTALL ADA PARKING SIGNAGE PER DETAIL       6/L1.7	70 No.	Description	Da
L-12 INSTALL ADA PARKING SIGNAGE PER DETAIL 6/L1.7	70		
$\langle L-13 \rangle$	71		
		۲ ۲ ۲ 83858	
L-15 SAVE AND PROTECT EXISTING FDC	Ļ	v k D 83	
L-18 INSTALL NEW PARKING LOT STRIPING PER DETAIL 2/L1.7		יד עיד ק	
L-19 INSTALL NEW ADA PARKING LOT STRIPING AND LAYOUT PER 3/L1.7 DETAIL		EMENTARY RATHDRUM	
L-21 INSTALL NEW CONCRETE WHEEL STOP PER DETAIL, TYPICAL. 10/L1	.70	MEN ATH	1
ASPHALT TO MEET AND MATCH EXISTING ASPHALT PER DETAIL 11/L1	.70	<u> </u>	
L-23 INSTALL 36" HEIGHT, STAINLESS STEEL REMOVABLE BOLLARD 8/L1.7 PER CUT SHEET SHOWN ON DETAIL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS.		AVE V	5
L-24 MEET AND MATCH MANHOLE RIM ELEVATION. SEE GRADING PLAN		L BRO	)
L-25 INSTALL CHANNEL DRAIN PER DETAIL 9/L1.7			
INSTALL ASPHALT AS SPECIFIED AND PER DETAIL 12/L1	.70	INIA- OL VASF	ī
BASE BID - INSTALL CONCRETE FLATWORK AS SPECIFIED AND 2/L1.7 PER DETAIL Construction joint		5574 M	
ALT #1 - INSTALL CONCRETE FLATWORK AS SPECIFIED AND 2/L1.7 PER DETAIL Construction joint Isolation joint		155 L	
		ECT NO. 23005 NED BY MT N BY HC	• 
<b>E</b> <b>N</b> 0 10 20	ISSUE PHASE CHECK	DATE 4/7/2025 E BID SET KED BY MT	
Know what's below.	REVISI	ION F NO.	



COPYRIGHT: 2025 All rights reserved. Reproduction or translation o LEGEND any part of this work without written permission of ARCHITECTS WEST INC. is unlawful and subject to criminal prosecution. BM BENCHMARK WITHIN PROPERTY CONTROL POINT WITH AN CONSTRUCTION LIMITS ELEVATION OF 2216.56' (VERIFY WITH SURVEY) --2275-- EXISTING CONTOUR VERTICAL DATUM 1. CONTACT CHAD JOHNSON FG 86.58-\ PROPOSED SPOT WITH JOHNSON ELEVATION SURVEYING IN POST FALLS, ID FOR DIRECTION OF SLOPE ADDITIONAL INFORMATION. PERCENT IF SHOWN DSC A 04.07.2025 **GENERAL NOTES** Architects West CONTOUR INTERVAL EQUALS ONE FOOT (1'-0"). CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL 210 E Lakeside Ave BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE OF THE Coeur d'Alene, ID 83814 PROJECT. t. 208.667.9402 3. CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN. architectswest.com 4. GRADES SHOWN ARE FINISH GRADES. 5. ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM. 6. ALL CURBS TO BE SIX INCHES (6") IN HEIGHT UNLESS OTHERWISE NOTED. PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING. ■ LANDSCAPE ARCHITECT 8. PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES. ARCHITECTS WEST 9. ALL SLOPES SHALL BE GRADED TO A MAXIMUM OF 3:1 UNLESS OTHERWISE NOTED 10. BASIN BOTTOMS SHALL BE FLAT AND SMOOTH. 11. MINIMUM OF 1.5% & MAXIMUM 2% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED. 12. WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING VEGETATION TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE. **GRADING KEYED NOTES** CODE DESCRIPTION MAXIMUM SLOPE ON CONCRETE NOT TO EXCEED 2% IN ANY (G-01 DIRECTION. TOP OF CONCRETE FLUSH WITH ASPHALT G-02 No. Description Date G-03 TRANSITION CURB FROM FLUSH TO 6" EXPOSED PER DETAIL (G-04) MEET AND MATCH EXISTING MANHOLE ELEVATION. 83858 272 LAKELAND JOINT SCHOOL DISTRICT JOHN BROWN ELEMENTARY 5574 WASHINGTON AVE, RATHDRUM, ID 8 NORTH AN Ц MA ABBREVIATION LEGEND GRADING 5574 BOTTOM OF BASIN МН MANHOLI BOTTOM FACE OF CURB BR BOTTOM OF RAMP MATCH EXISTING CLEANOUT TOP OF DRAIN DOWNSPOUT TD TBC TOP OF BASE COURSE DRYWELL TOP FACE OF CURB FLOW LINE - DITCH/PAVEMENT TC FINISHED FLOOR ELEVATION TG TOP OF GRATE TOP OF PAVEMENT FINISH GRADE TP TR TOP OF RAMP GRADE BREAK HIGH POINT TS TOP OF STEP INVERT ELEVATION TRW TOP OF RETAINING WALL PROJECT NO. 23005 ME/TW ____ 2216.36 INVERT ELEVATION OUT TW TOP OF WALK DESIGNED BY MT DRAWN BY HC TW 2216.40-SSUE DATE 4/7/2025 ME/TW PHASE BID SET CHECKED BY MT 40 EVISION HEET NO. Know what's below. Call before you dig. L1.33 ONE INCH = TWENTY FEET

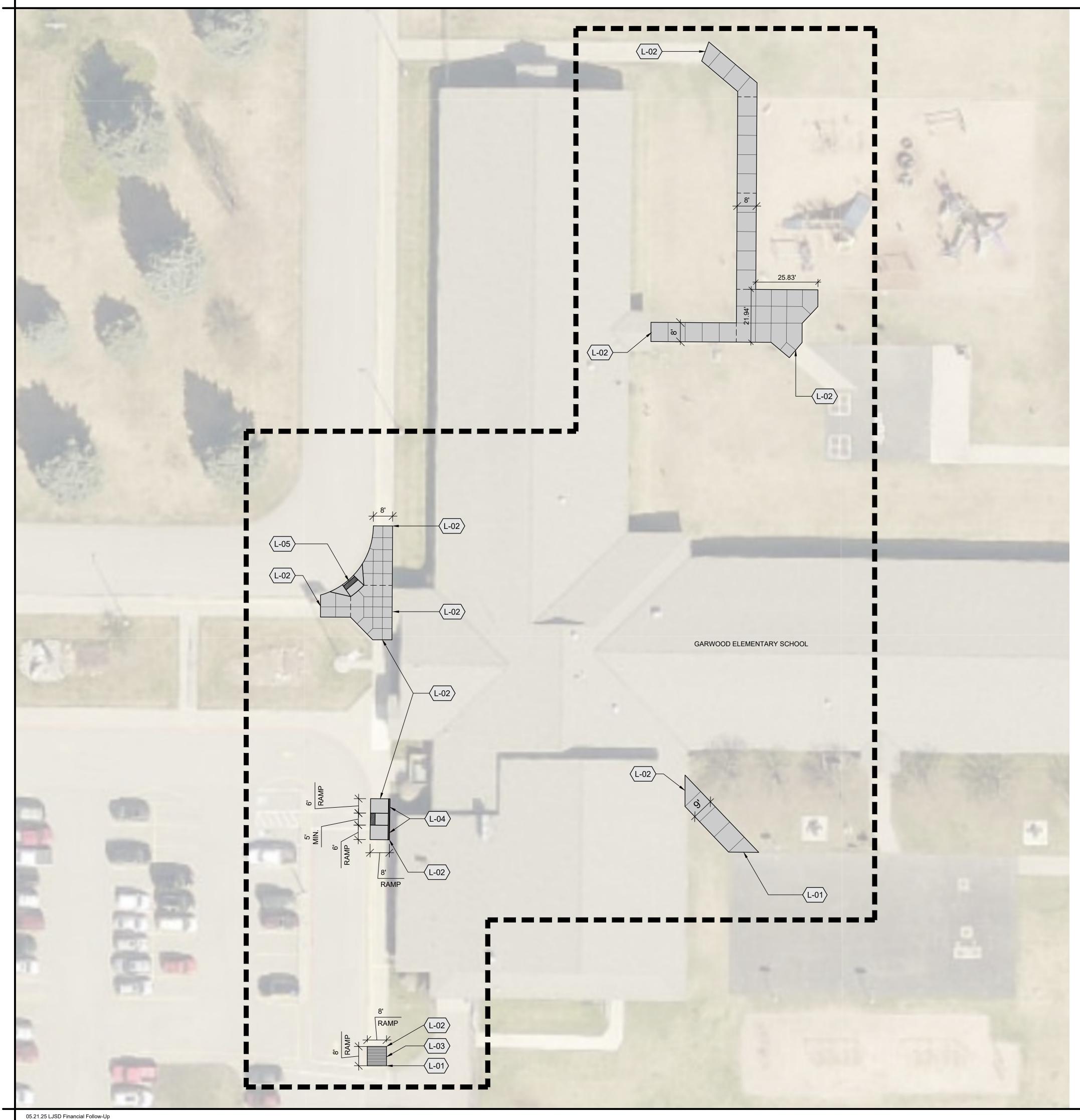


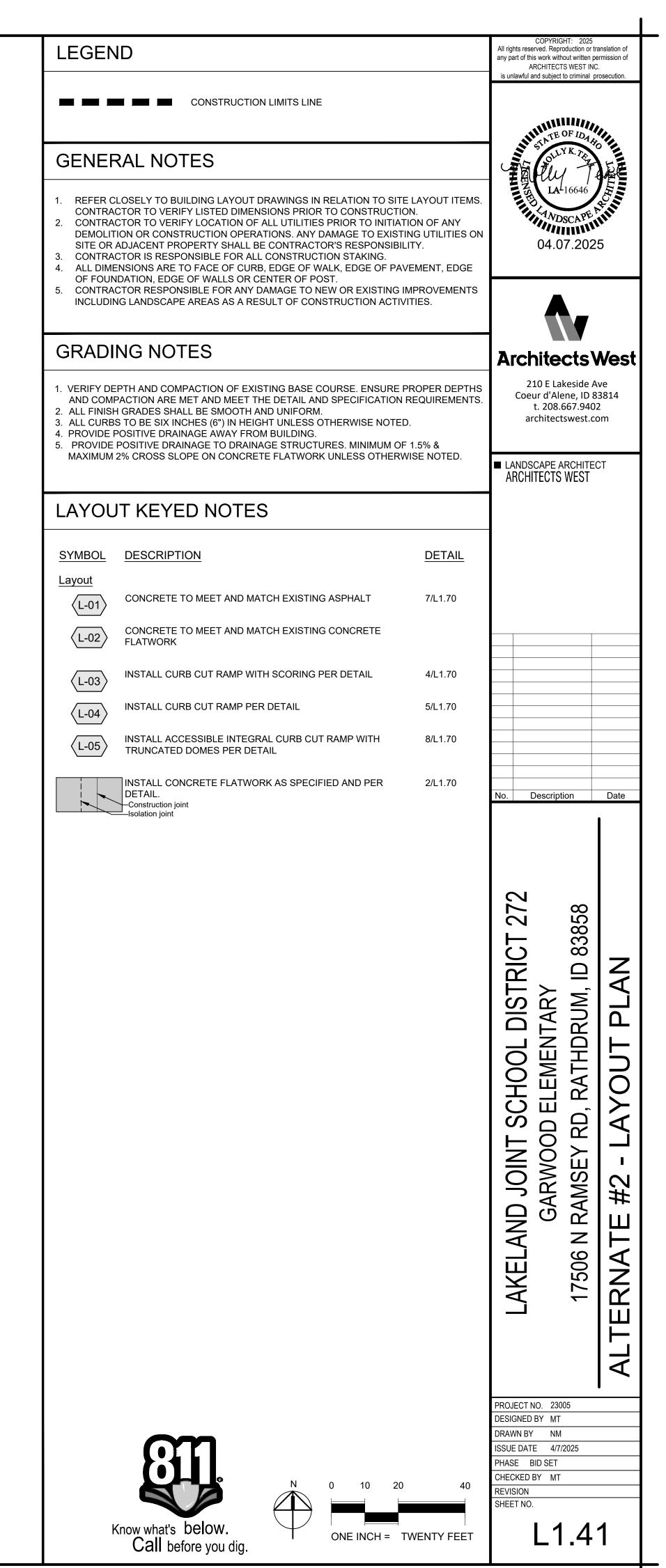


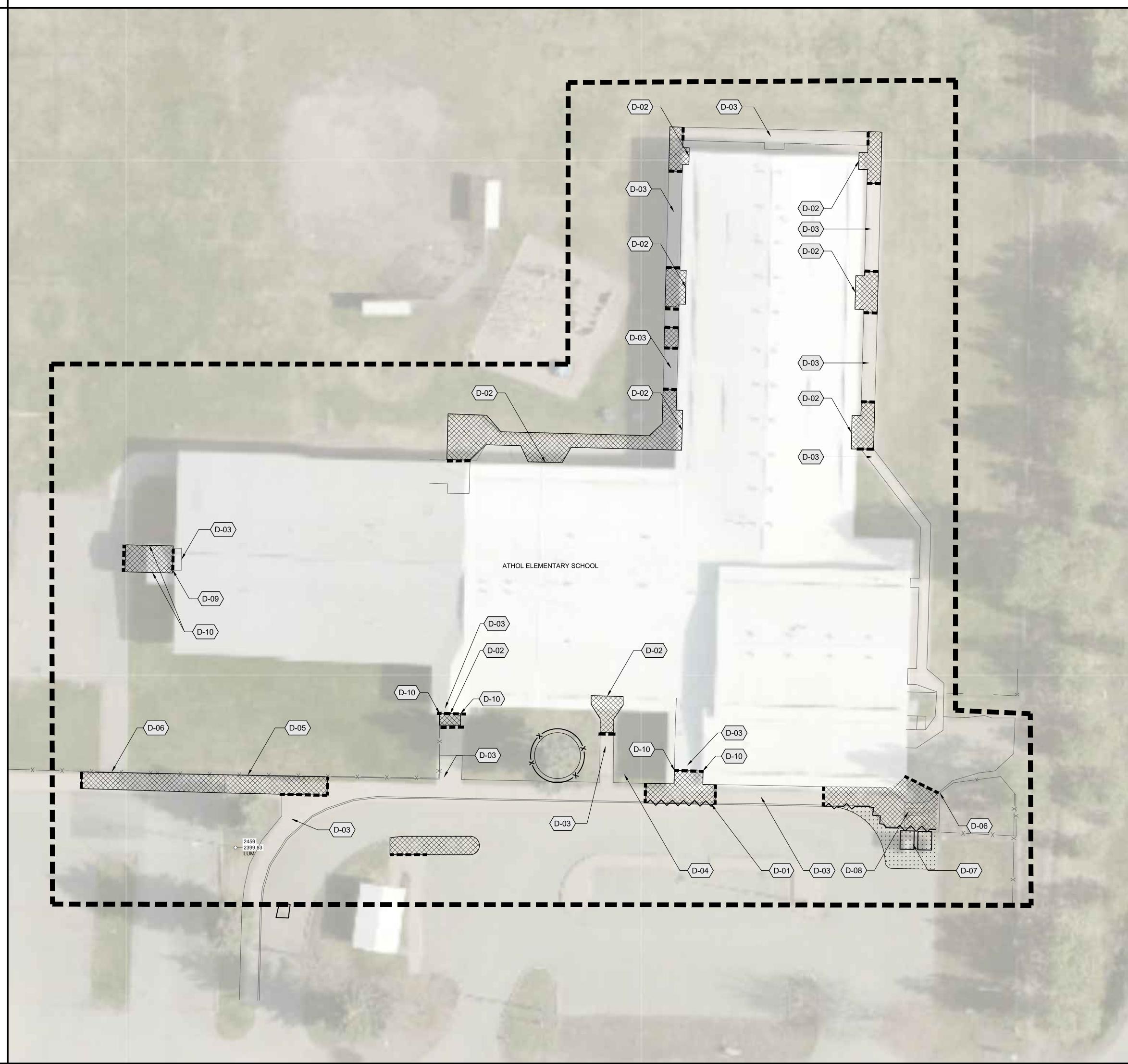


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EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL THIS SHEET	TE OF IDARD
EXISTING CURB TO BE REMOVED. SAVE & PROTECT EXISTING ASPHALT.	LA-16646
	ANDSCAPE ATIL
	04.07.2025
GENERAL NOTES	
<ol> <li>NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.</li> <li>LIMITS OF WORK ARE IDENTIFIED ON PLANS.</li> <li>IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.</li> <li>IN AREAS WHERE DEMOLITION WORK WILL OCCUR ON OR ADJACENT TO PROTECTED TREES, REFER TO TREE PROTECTION DETAIL AND PROTECT TO THE GREATEST EXTENT POSSIBLE.</li> <li>CONTRACTOR TO ENSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS THAT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE ARE WATERED, WEEDED AND PROTECTED FROM CONSTRUCTION ACTIVITIES.</li> <li>CONTRACTOR TO WATER ALL TREES WITHIN THE CONSTRUCTION LIMITS AS SPECIFIED.</li> </ol>	Architects West 210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com
DEMOLITION KEYED NOTES	
SYMBOL DESCRIPTION	
Demolition SAWCUT AND REMOVE EXISTING CURB. SAVE & PROTECT EXISTING ASPHALT TO THE GREATEST EXTENT POSSIBLE. NEW CONCRETE TO BE INSTALLED TO EDGE OF EXISTING ASPHALT. ENSURE CLEAN, STRAIGHT SAWCUT LINE.	
D-02 SAVE AND PROTECT EXISTING CONCRETE FLATWORK.	
D-03 REMOVE EXISTING CONCRETE RAMP AND CONCRETE PANEL ON EACH SIDE OF RAMP. SAWCUT AT EXISTING JOINT LINE.	
D-04 SAVE AND PROTECT EXISTING IRRIGATION. COORDINATE REMOVAL OR RELOCATION WITH OWNER.	
D-05 SAVE AND PROTECT EXISTING IRRIGATION SLEEVES AS ENCOUNTERED.	
D-06 SAVE AND PROTECT EXISTING DOOR THRESHOLDS AND CONCRETE. SAWCUT AT NEAREST JOINT DEPICTED.	No. Description Date
REMOVE EXISTING CONCRETE FLATWORK	
CLEAR AND GRUB LANDSCAPE AREA IN PREPARATION FOR NEW CONCRETE FLATWORK.	
Provide Existing TREE PER SPEC SECTION 015639           Image: transmitted of	LAKELAND JOINT SCHOOL DISTRICT 272 GARWOOD ELEMENTARY 17506 N RAMSEY RD, RATHDRUM, ID 83858 ALTERNATE #2 - DEMOLITION PLAN
<b>Man</b>	PROJECT NO. 23005 DESIGNED BY MT DRAWN BY NM ISSUE DATE 4/7/2025 PHASE BID SET CHECKED BY MT
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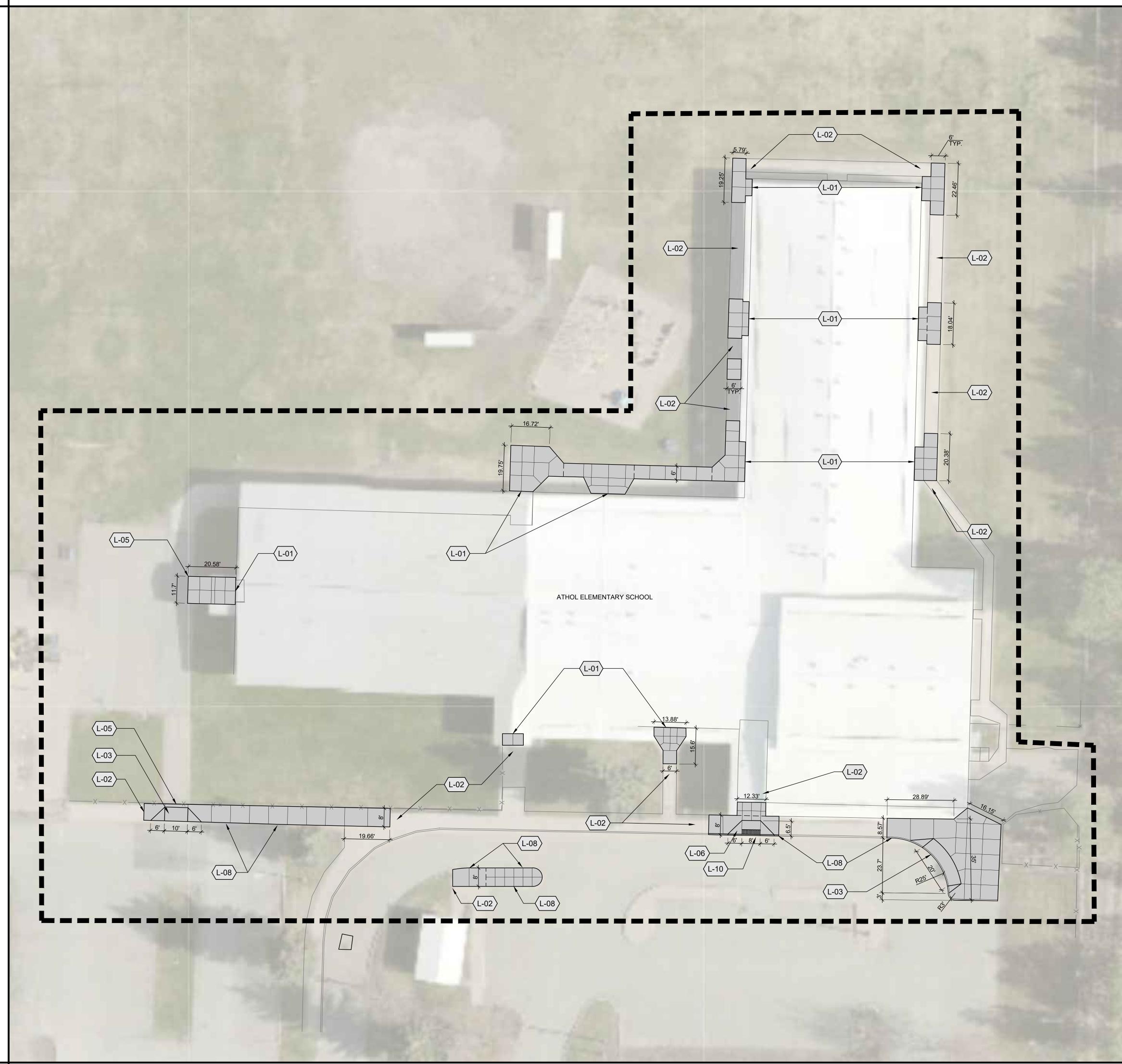
Page 223 of 232

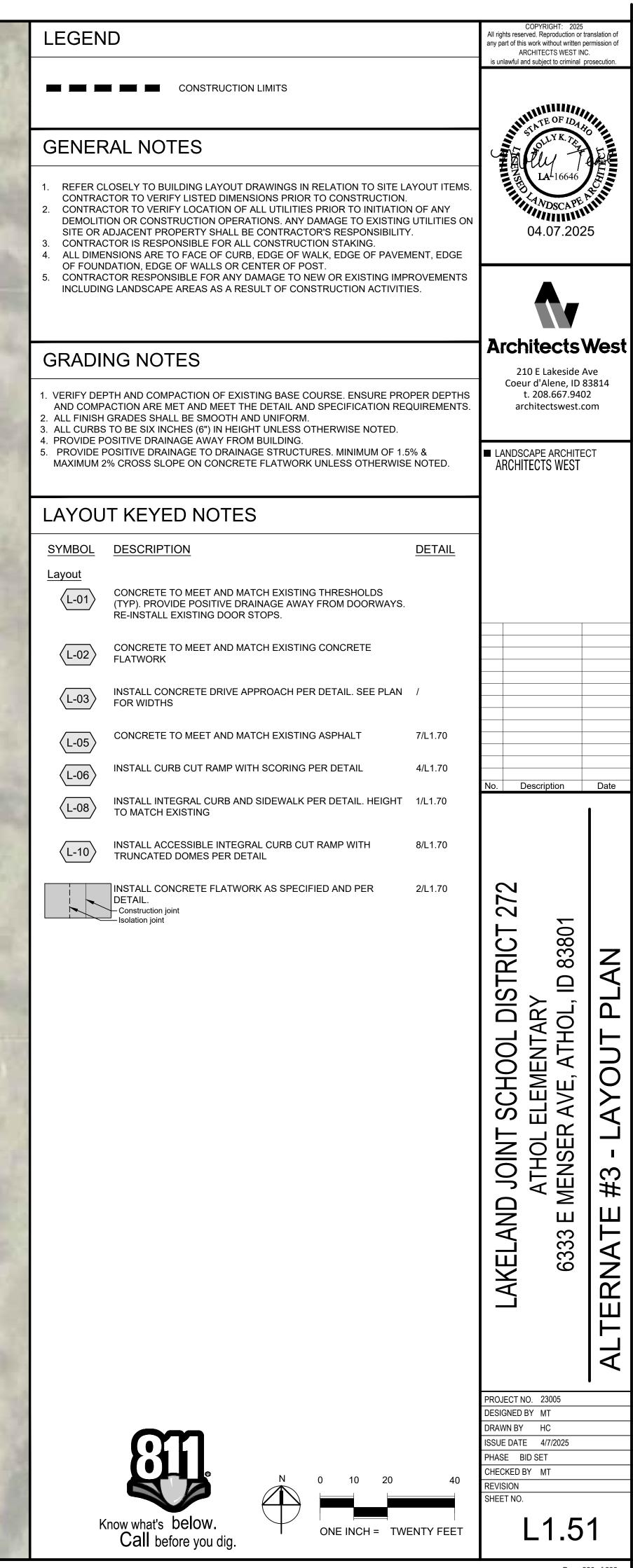




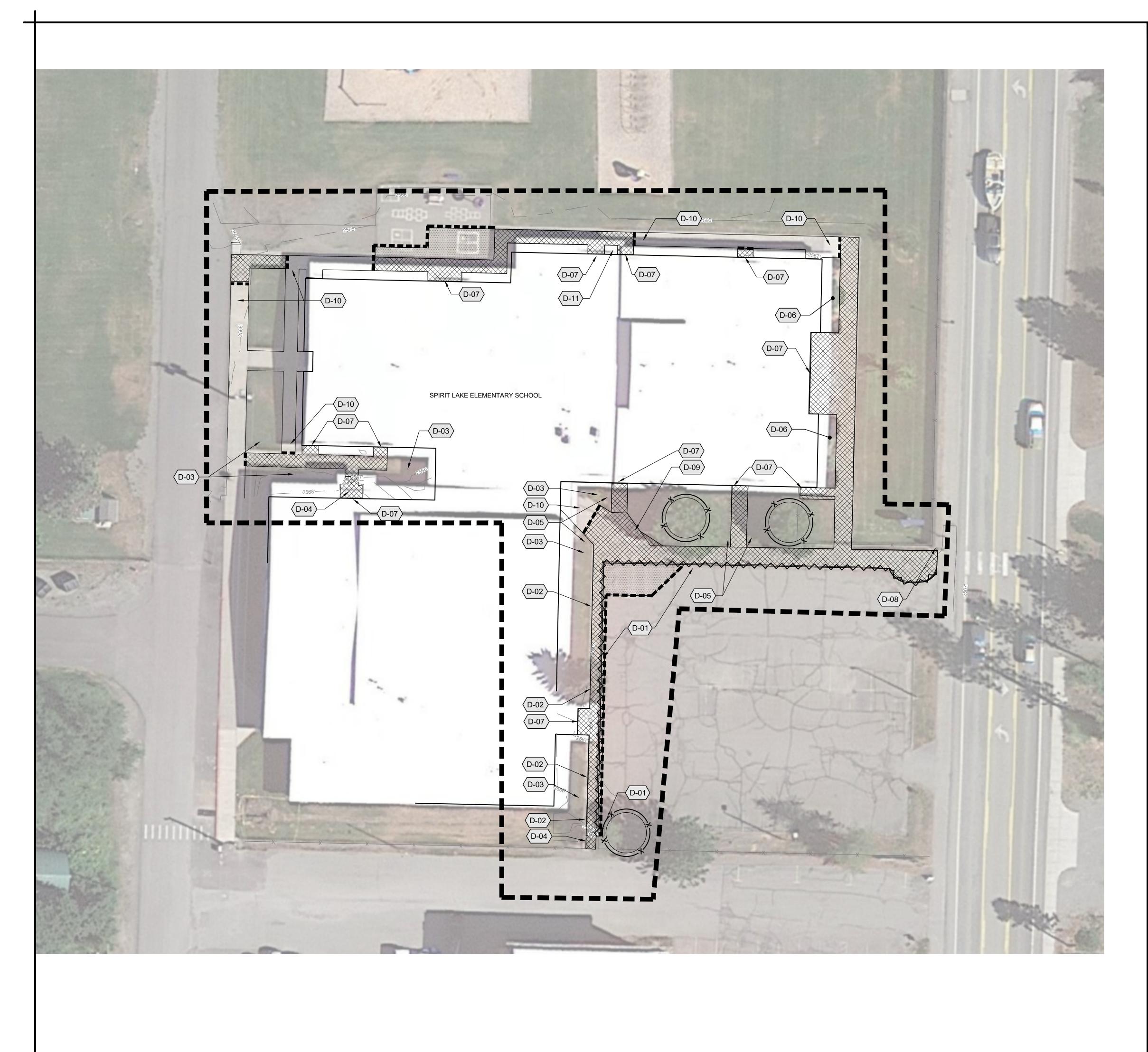


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GENERAL NOTES	04.07.2023
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<ul> <li>REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.</li> <li>LIMITS OF WORK ARE IDENTIFIED ON PLANS.</li> <li>IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT</li> </ul>	
IMMEDIATELY. 4. IN AREAS WHERE DEMOLITION WORK WILL OCCUR ON OR ADJACENT TO PROTECTED TREES, REFER TO TREE PROTECTION DETAIL AND PROTECT TO THE GREATEST EXTENT POSSIBLE	Architects West
EXTENT POSSIBLE. 5. CONTRACTOR TO ENSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS THAT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE	210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402
<ul> <li>ARE WATERED, WEEDED AND PROTECTED FROM CONSTRUCTION ACTIVITIES.</li> <li>6. CONTRACTOR TO WATER ALL TREES WITHIN THE CONSTRUCTION LIMITS AS SPECIFIED.</li> <li>2. SOME NOTES IN THIS PROJECT ARE, NOT USED ON THIS SITE, NUMERICAL NOTE</li> </ul>	architectswest.com
<ol> <li>SOME NOTES IN THIS PROJECT ARE NOT USED ON THIS SITE. NUMERICAL NOTE SEQUENCE SHOULD BE DISREGARDED.</li> </ol>	■ LANDSCAPE ARCHITECT ARCHITECTS WEST
DEMOLITION KEYED NOTES	1
SYMBOL DESCRIPTION	
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D-01 SAWCUT AND REMOVE EXISTING CURB. SAVE & PROTECT EXISTING ASPHALT TO THE GREATEST EXTENT POSSIBLE. NEW CONCRETE TO BE INSTALLED TO EDGE OF EXISTING ASPHALT. ENSURE CLEAN, STRAIGHT SAWCUT LINE.	
D-02 SAVE AND PROTECT EXISTING DOOR THRESHOLDS. REMOVE AND SALVAGE DOOR STOPS FOR REINSTALLATION.	
D-03 SAVE AND PROTECT EXISTING CONCRETE FLATWORK.	
D-04 SAVE AND SALVAGE EXISTING FLAG POLE AND CONCRETE PAD.	
D-05 EXISTING CHAINLINK GATE	
D-06 EXISTING CHAINLINK FENCE TO REMAIN	No. Description Date
D-07 EXISTING DUMPSTER LOCATION. OWNER TO REMOVE AND REPLACE BEFORE/AFTER CONSTRUCTION.	
CONCRETE TO BE SAWCUT AT BUILDING FACE EDGES	272 1 AN
D-09 PROTECT CONCRETE WITHIN DOOR THRESHOLD ALCOVE.	
D-10 SAVE AND PROTECT EXISTING BUILDING ENTRYWAY COLUMNS	
REMOVE EXISTING CONCRETE FLATWORK	DIS'
PRUNE EXISTING TREE PER SPEC SECTION 015639	SCHOC ELEMEN AVE, AT EMOL
DRIPLINE	
	OINT THOL F NSER
FENCE BARRIER	
NOTES:	ANI ANI TE
<ol> <li>CONTRACTOR SHALL KEEP MULCH MOIST AT ALL TIMES. WATER AS SPECIFIED.</li> <li>NO CHEMICALS, EQUIPMENT, OR OTHER DETRIMENTAL ACTIVITIES SHALL BE ALLOWED WITHIN THE FENCED AREA.</li> <li>REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.</li> </ol>	633. NA
<ol> <li>REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.</li> <li>IN SPECIAL SITUATIONS WHERE CONSTRUCTION ACTIVITIES ARE INDICATED WITHIN DRIPLINE OF TREES, ESTABLISH FENCE BARRIER AT MAXIMUM DISTANCE POSSIBLE FROM TREE TRUNK.</li> <li>REFER TO SPECIFICATION SECTION #015639 FOR ADDITIONAL INFORMATION.</li> </ol>	ERN ERN
01 TEMPORARY TREE PROTECTION	LAK
NTS	
	PROJECT NO. 23005 DESIGNED BY MT
$\mathbf{m}$	DRAWN BY HC ISSUE DATE 4/7/2025
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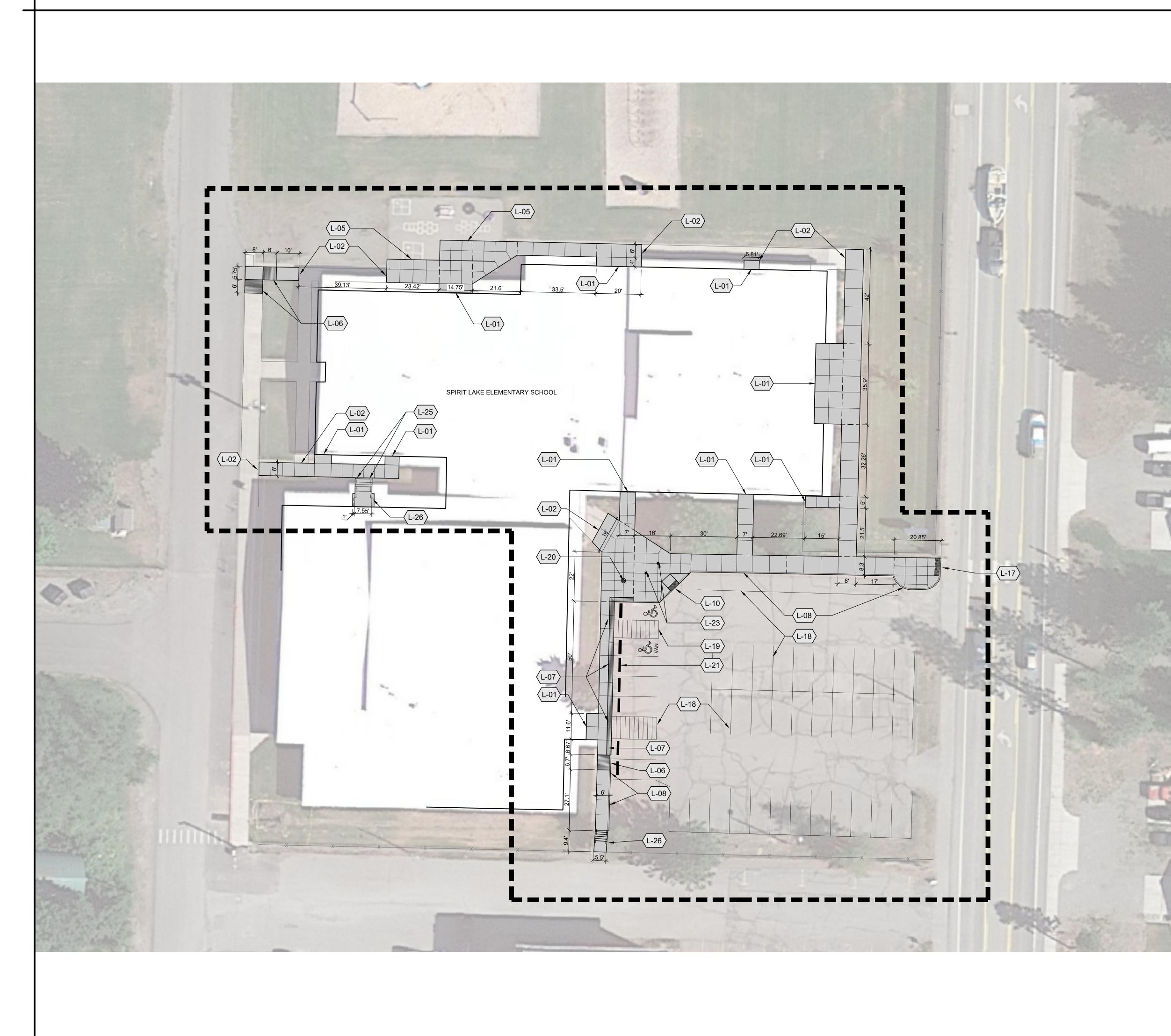




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EXISTING TREE TO REMAIN. SAVE & PROTECT PER DETAIL THIS SHEET	TE OF ID AND
EXISTING CURB TO BE REMOVED. SAVE & PROTECT EXISTING ASPHALT.	LA-16646
	LALIGGAG E
	04.07.2025
GENERAL NOTES	
<ol> <li>NOT ALL ITEMS TO BE DEMOLISHED ARE NOTED. CONTRACTOR IS RESPONSIBLE FOR REVIEWING ALL DOCUMENTS AND EXISTING CONDITIONS. CONTRACTOR SHALL REFER TO SPECIFICATIONS AND DETAILS FOR ADDITIONAL REQUIREMENTS.</li> <li>LIMITS OF WORK ARE IDENTIFIED ON PLANS.</li> <li>IN THE EVENT OF A DISCREPANCY, NOTIFY THE LANDSCAPE ARCHITECT IMMEDIATELY.</li> <li>IN AREAS WHERE DEMOLITION WORK WILL OCCUR ON OR ADJACENT TO PROTECTED TREES, REFER TO TREE PROTECTION DETAIL AND PROTECT TO THE GREATEST EXTENT POSSIBLE.</li> <li>CONTRACTOR TO ENSURE THAT ALL TURF AND LANDSCAPE AREAS WITHIN CONSTRUCTION LIMITS THAT ARE TO REMAIN AS PART OF THE FINAL LANDSCAPE ARE WATERED, WEEDED AND PROTECTED FROM CONSTRUCTION ACTIVITIES.</li> <li>CONTRACTOR TO WATER ALL TREES WITHIN THE CONSTRUCTION LIMITS AS SPECIFIED.</li> </ol>	Architects West 210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com
DEMOLITION KEYED NOTES	■ LANDSCAPE ARCHITECT
SYMBOL DESCRIPTION	ARCHITECTS WEST
D-01 SAWCUT AND REMOVE EXISTING CURB. SAVE & PROTECT EXISTING ASPHALT TO THE GREATEST EXTENT POSSIBLE. NEW CONCRETE TO BE INSTALLED TO EDGE OF EXISTING ASPHALT. ENSURE CLEAN, STRAIGHT SAWCUT LINE.	
D-02 CONCRETE DEMOLITION TO START AT BACK OF WALK AND EXTEND 6' INTO PARKING LOT. SAWCUT AND REMOVE ASPHALT ALONG THE 6' LINE.	
D-03 SAVE AND PROTECT EXISTING IRRIGATION. COORDINATE REMOVAL OR RELOCATION WITH OWNER.	
D-04 REMOVE EXISTING CONCRETE STAIRS AND ASSOCIATED RAILINGS AND FOOTINGS. SAVE AND PROTECT EXISTING BUILDING FACE AND SUPPORT COLUMNS WHERE APPLICABLE.	
D-05 SAVE AND PROTECT EXISTING IRRIGATION SLEEVES AS ENCOUNTERED.	
D-06 SAVE AND PROTECT EXISTING ROCK MULCH AREAS. CONTRACTOR TO RETURN BEDS TO PRE-CONSTRUCTION CONDITION IF DAMAGED DURING CONSTRUCTION PHASE.	
D-07 SAVE AND PROTECT EXISTING DOOR THRESHOLDS. REMOVE AND SALVAGE DOOR STOPS FOR REINSTALLATION.	No. Description Date
D-08 SAVE AND PROTECT PEDESTRIAN CROSSING SIGNAL	
D-09 REMOVE EXISTING FLAGPOLE. SAVE AND PROTECT FOR REUSE ON SITE. SEE LAYOUT PLAN FOR NEW LOCATION.	
D-10 SAVE AND PROTECT EXISTING CONCRETE FLATWORK.	272 39 AN
D-11 REMOVE EXISTING STEEL HOSE REEL AND ASSOCIATED FOOTING.	83869 83869 PLA
REMOVE EXISTING CONCRETE FLATWORK	
CLEAR AND GRUB LANDSCAPE AREA IN PREPARATION FOR NEW CONCRETE FLATWORK.	L DIS AKE, ITIC
REMOVE EXISTING ASPHALT	SCHOOI E ELEME SPIRIT L EMOL
PRUNE EXISTING TREE PER SPEC SECTION 015639         UP       Image: Constraint of the period of the peri	LAKELAND JOINT SC SPIRIT LAKE E 32605 N 5TH AVE, SP TERNATE #4 - DEN
TREES, ESTABLISH FENCE BARRIER AT MAXIMUM DISTANCE POSSIBLE FROM TREE TRUNK. 5. REFER TO SPECIFICATION SECTION #015639 FOR ADDITIONAL INFORMATION. 01 TEMPORARY TREE PROTECTION	AL.
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VDSCI

Architects West

210 E Lakeside Ave

Coeur d'Alene, ID 83814

t. 208.667.9402

architectswest.com

04.07.2025

## **GENERAL NOTES**

- 1. REFER CLOSELY TO BUILDING LAYOUT DRAWINGS IN RELATION TO SITE LAYOUT ITEMS
- CONTRACTOR TO VERIFY LISTED DIMENSIONS PRIOR TO CONSTRUCTION.
   CONTRACTOR TO VERIFY LOCATION OF ALL UTILITIES PRIOR TO INITIATION OF ANY DEMOLITION OR CONSTRUCTION OPERATIONS. ANY DAMAGE TO EXISTING UTILITIES ON SUTE OF AD LACENT PROPERTY SHALL BE CONTRACTORIS RESPONSIBILITY.
- SITE OR ADJACENT PROPERTY SHALL BE CONTRACTOR'S RESPONSIBILITY. 3. CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING.
- ALL DIMENSIONS ARE TO FACE OF CURB, EDGE OF WALK, EDGE OF PAVEMENT, EDGE OF FOUNDATION, EDGE OF WALLS OR CENTER OF POST.
   CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMPROVEMENT
- 5. CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO NEW OR EXISTING IMPROVEMENTS INCLUDING LANDSCAPE AREAS AS A RESULT OF CONSTRUCTION ACTIVITIES.

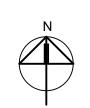
## **GRADING NOTES**

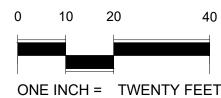
- VERIFY DEPTH AND COMPACTION OF EXISTING BASE COURSE. ENSURE PROPER DEPTHS AND COMPACTION ARE MET AND MEET THE DETAIL AND SPECIFICATION REQUIREMENTS.
   ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.
- 3. ALL CURBS TO BE SIX INCHES (6") IN HEIGHT UNLESS OTHERWISE NOTED.
- PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.
   PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES. MINIMUM OF 1.5% & MAXIMUM 2% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.

## LAYOUT KEYED NOTES

SYMBOL DESCRIPTION DETAIL CONCRETE TO MEET AND MATCH EXISTING THRESHOLDS (L-01) (TYP). PROVIDE POSITIVE DRAINAGE AWAY FROM DOORWAYS. RE-INSTALL EXISTING DOOR STOPS. CONCRETE TO MEET AND MATCH EXISTING CONCRETE (L-02 FLATWORK CONCRETE TO MEET AND MATCH EXISTING ASPHALT 7/L1.70 L-05 INSTALL CURB CUT RAMP WITH SCORING PER DETAIL 4/L1.70 L-06 INSTALL DETECTABLE WARNING STRIP SCORING PER DETAIL 6/L1.70 (L-07 INSTALL INTEGRAL CURB AND SIDEWALK PER DETAIL. HEIGHT 1/L1.70  $\langle L-08 \rangle$ TO MATCH EXISTING INSTALL ACCESSIBLE INTEGRAL CURB CUT RAMP WITH 8/L1.70  $\langle L-10 \rangle$ TRUNCATED DOMES PER DETAIL INSTALL DETECTABLE WARNING TRUNCATED DOME STRIP PER 6/L1.70 (L-17) DETAIL INSTALL NEW PARKING LOT STRIPING PER DETAIL 2/L1.71 (L-18) INSTALL NEW ADA PARKING LOT STRIPING AND LAYOUT PER 3/L1.71 L-19 DETAIL INSTALL EXISTING FLAGPOLE, IN LOCATION SHOWN, PER DETAIL 7/L1.71 L-20 INSTALL NEW CONCRETE WHEEL STOP PER DETAIL, TYPICAL. 10/L1.70 (L-21) INSTALL 36" HEIGHT, STAINLESS STEEL REMOVABLE BOLLARD 8/L1.71 PER CUT SHEET SHOWN ON DETAIL. INSTALL PER MANUFACTURER'S RECOMMENDATIONS. (L-23 9/L1.71 INSTALL CHANNEL DRAIN PER DETAIL (L-25 INSTALL CONCRETE STAIR AND RAILING BETWEEN CONCRETE CHEEK WALLS PER DETAILS ON SHEET L1.72. (L-26) 2/L1.70 INSTALL CONCRETE FLATWORK AS SPECIFIED AND PER DETAIL. Construction joint Isolation joint







LANDSCAPE ARCHITECT ARCHITECTS WEST

CCHOOL DISTRICT 272 CE ELEMENTARY C SPIRIT LAKE, ID 83869 AYOUT PLAN

LAKELAND JOINT SCHOOL DIST SPIRIT LAKE ELEMENTAR 32605 N 5TH AVE, SPIRIT LAKE, I TERNATE #4 - LAYOUT PL/

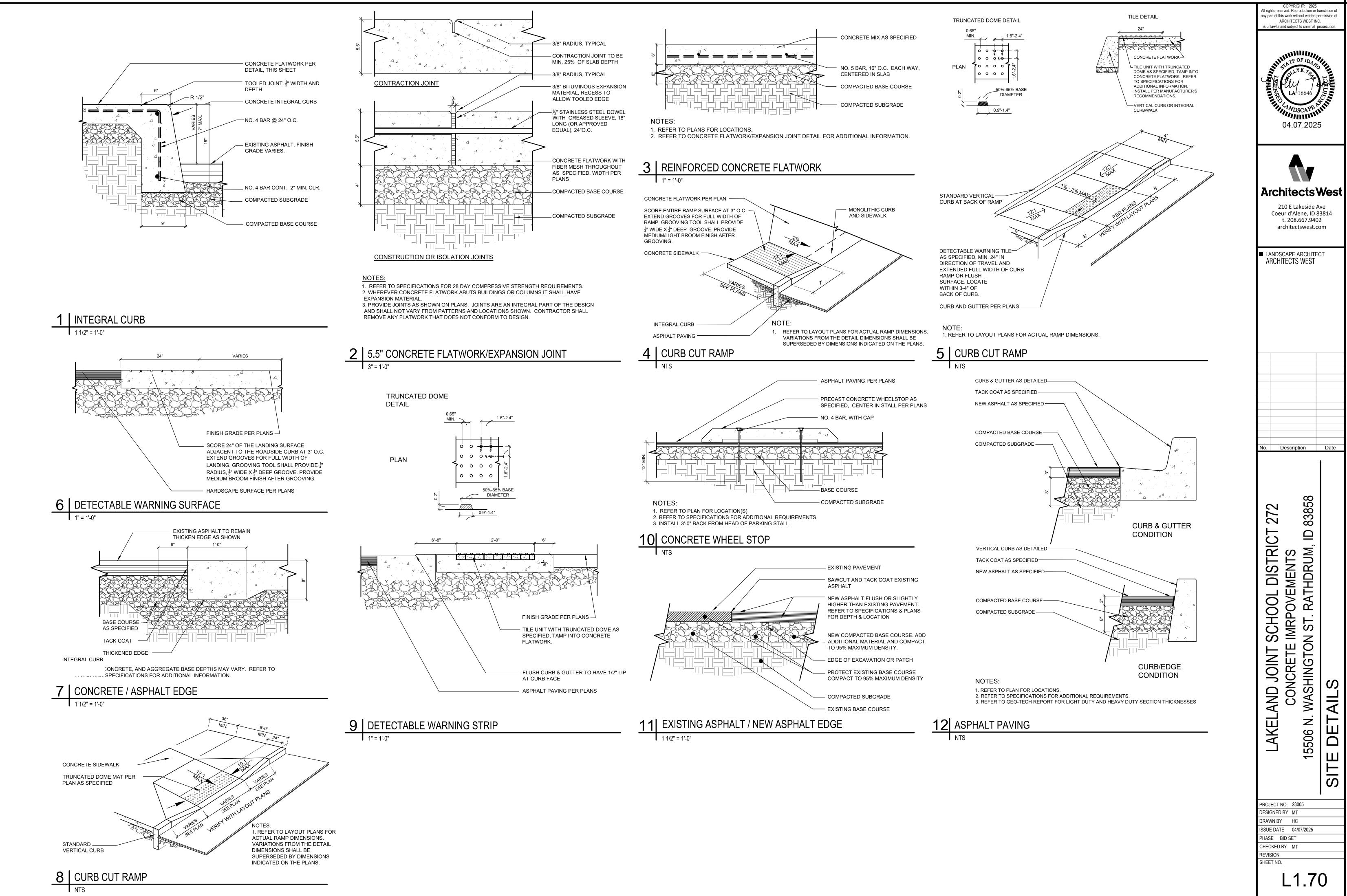
PROJECT NO.23005DESIGNED BYMTDRAWN BYHCISSUE DATE4/7/2025PHASEBID SETCHECKED BYMTREVISIONSHEET NO.

L1.61

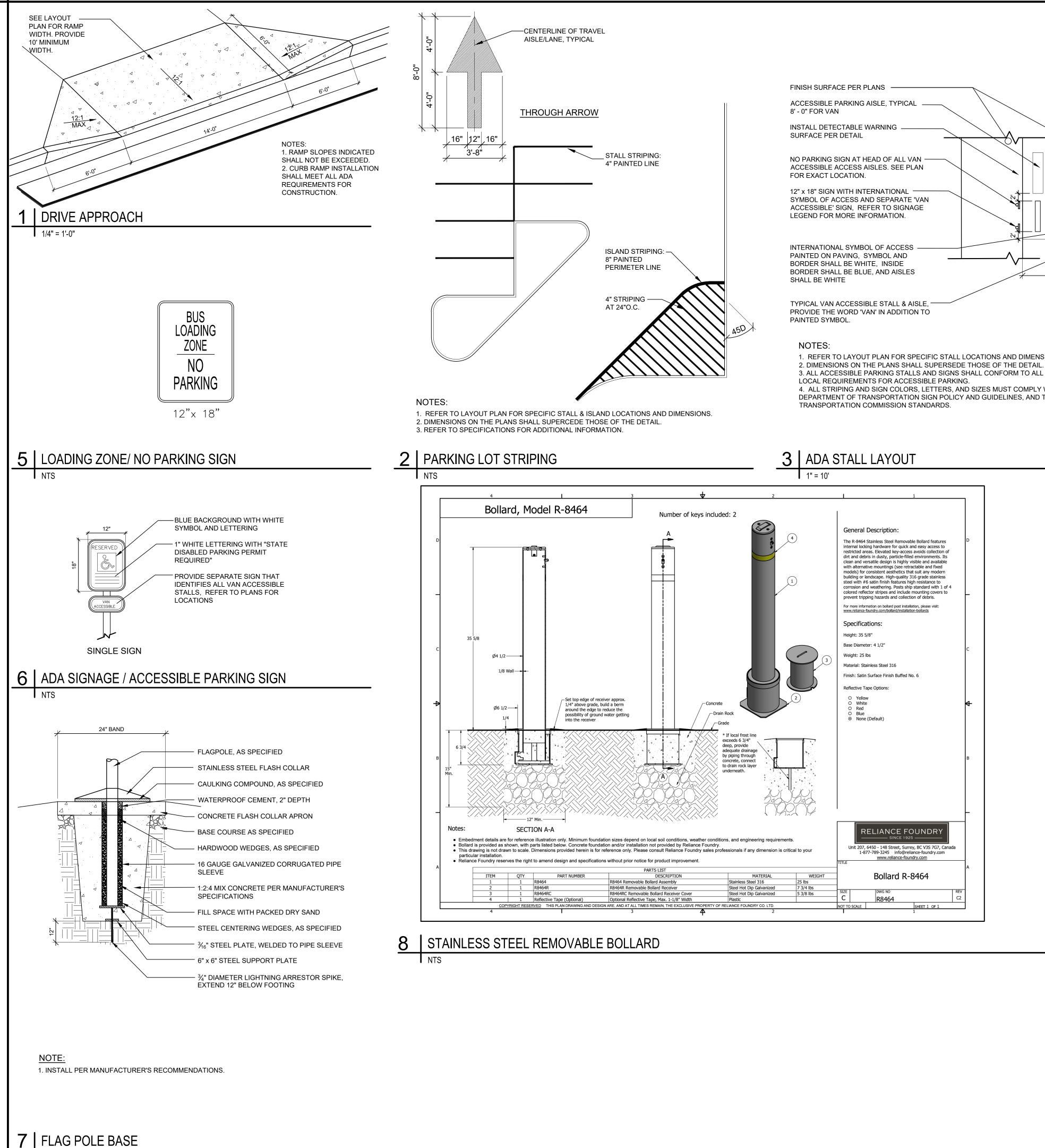
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LEGEND	All rights reserved. Reproduction or translation of any part of this work without written permission of ARCHITECTS WEST INC. is unlawful and subject to criminal prosecution.	
CONSTRUCTION LIMITS 2275 PROPOSED CONTOUR 2275 PROPOSED CONTOUR CONTROL POINT WITH AN ELEVATION OF 2566.3' (VERIFY WITH SURVEY) VERTICAL DATUM 1. CONTACT CHAD JOHNSON WITH JOHNSON SURVEYING IN POST FALLS, ID FOR ADDITIONAL INFORMATION. FG 86.58 PROPOSED SPOT ELEVATION DIRECTION OF SLOPE	LA-16646 04.07.2025	
PERCENT IF SHOWN		_
GENERAL NOTES		
<ol> <li>CONTOUR INTERVAL EQUALS ONE FOOT (1'-0").</li> <li>CONTRACTOR IS RESPONSIBLE FOR ALL CONSTRUCTION STAKING. STAKING SHALL BE PERFORMED BY A REGISTERED LAND SURVEYOR WITHIN THE STATE OF THE PROJECT.</li> <li>CONTRACTOR TO VERIFY ALL EXISTING ELEVATIONS NOTED ON THIS PLAN.</li> <li>GRADES SHOWN ARE FINISH GRADES.</li> <li>ALL FINISH GRADES SHALL BE SMOOTH AND UNIFORM.</li> <li>ALL CURBS TO BE SIX INCHES (6") IN HEIGHT UNLESS OTHERWISE NOTED.</li> <li>PROVIDE POSITIVE DRAINAGE AWAY FROM BUILDING.</li> <li>PROVIDE POSITIVE DRAINAGE TO DRAINAGE STRUCTURES.</li> </ol>	Architects Wes 210 E Lakeside Ave Coeur d'Alene, ID 83814 t. 208.667.9402 architectswest.com	t
<ol> <li>ALL SLOPES SHALL BE GRADED TO A MAXIMUM OF 3:1 UNLESS OTHERWISE NOTED.</li> <li>BASIN BOTTOMS SHALL BE FLAT AND SMOOTH.</li> <li>MINIMUM OF 1.5% &amp; MAXIMUM 2% CROSS SLOPE ON CONCRETE FLATWORK UNLESS OTHERWISE NOTED.</li> <li>WHERE PROPOSED GRADES MEET EXISTING, SAVE AND PROTECT EXISTING VEGETATION TO GREATEST EXTENT POSSIBLE. MINOR GRADE CHANGES IN THESE EDGE AREAS ARE ACCEPTABLE.</li> </ol>	LANDSCAPE ARCHITECT ARCHITECTS WEST	
GRADING KEYED NOTES		
CODE DESCRIPTION		
G-01 MAXIMUM SLOPE ON CONCRETE NOT TO EXCEED 2% IN ANY DIRECTION.		
G-02 TOP OF CONCRETE FLUSH WITH ASPHALT TRANSITION CURB FROM FLUSH TO 6" EXPOSED PER DETAIL		
G-03		
	No. Description Date	
	22	
	T 2	
	L DISTRICT 2 ENTARY LAKE, ID 83869	
	STF STF	
	AKE	
	ND JOINT SCHOOL DISTI SPIRIT LAKE ELEMENTARY N 5TH AVE, SPIRIT LAKE, IC DI AN	
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	ND JOI SPIRIT 5 N 5TH A	
ABBREVIATION LEGEND BB BOTTOM OF BASIN MH MANHOLE	KELAND JOINT SCHOOL DISTRICT 272 SPIRIT LAKE ELEMENTARY 2605 N 5TH AVE, SPIRIT LAKE, ID 83869 NG PLAN	)
BCBOTTOM FACE OF CURBBRBOTTOM OF RAMPCOCLEANOUTMEMATCH EXISTINGDSDOWNSPOUTTDTOP OF DRAIN		
DWDRYWELLTBCTOP OF BASE COURSEFLFLOW LINE - DITCH/PAVEMENTTCTOP FACE OF CURBFFEFINISHED FLOOR ELEVATIONTGTOP OF GRATE	RAD L/	
FGFINISH GRADETPTOP OF PAVEMENTGBGRADE BREAKTRTOP OF RAMPHPHIGH POINTTSTOP OF STEP		)
IEINVERT ELEVATIONTRWTOP OF RETAINING WALLIEOINVERT ELEVATION OUTTWTOP OF WALK	PROJECT NO. 23005	
	DESIGNED BY MT DRAWN BY HC	
	ISSUE DATE 4/7/2025 PHASE BID SET	
	CHECKED BY MT REVISION SHEET NO.	
Know what's below. Call before you dig.	L1.62	



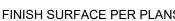
^{05.21.25} LJSD Financial Follow-Up



NTS

PLAN VIEW

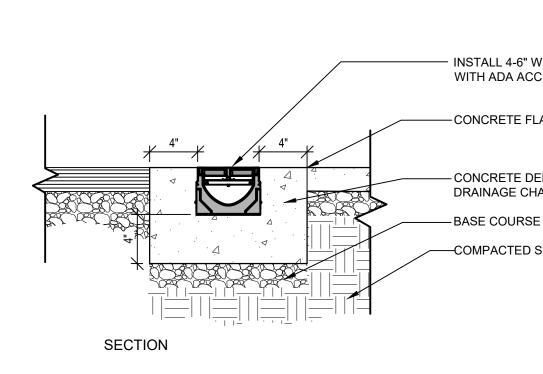
SEE PLAN



1. REFER TO LAYOUT PLAN FOR SPECIFIC STALL LOCATIONS AND DIMENSIONS.

3. ALL ACCESSIBLE PARKING STALLS AND SIGNS SHALL CONFORM TO ALL FEDERAL, STATE, AND

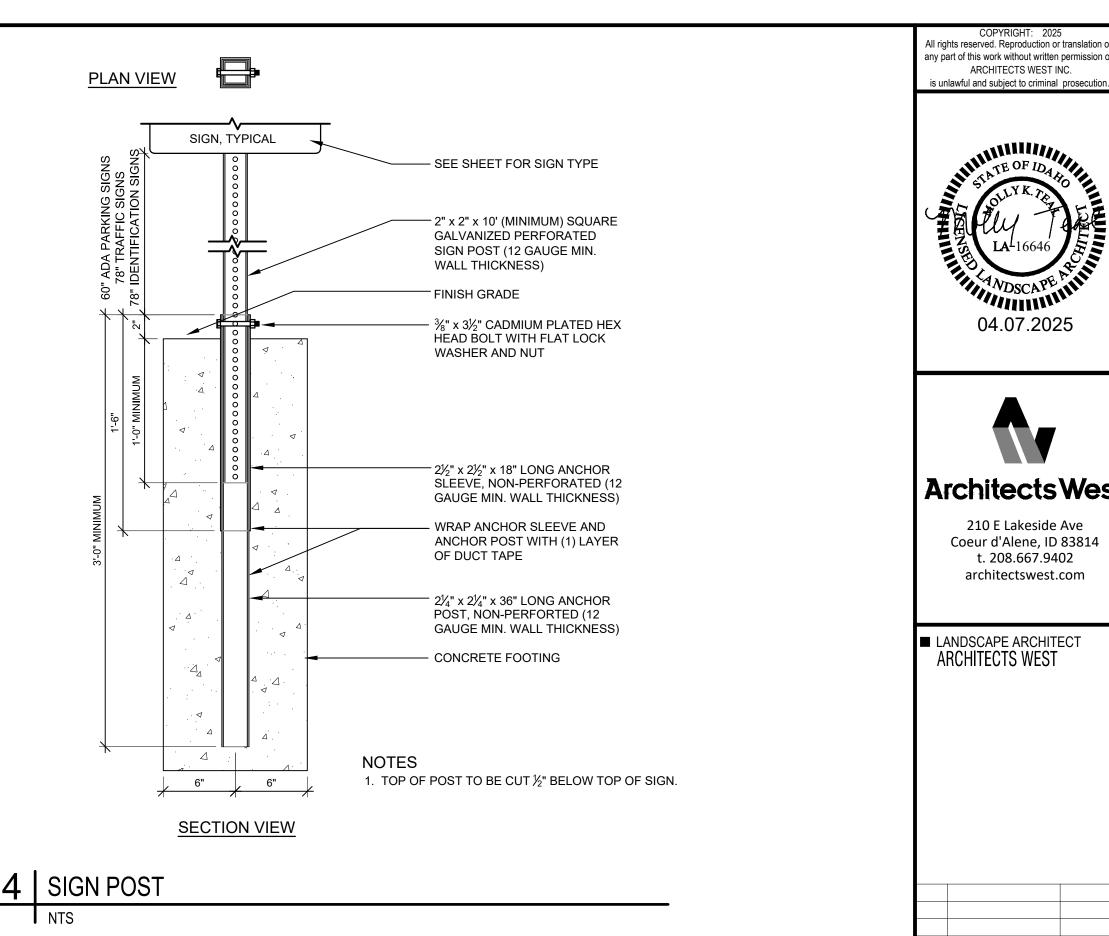
4. ALL STRIPING AND SIGN COLORS, LETTERS, AND SIZES MUST COMPLY WITH THE 2022 OREGON DEPARTMENT OF TRANSPORTATION SIGN POLICY AND GUIDELINES, AND THE 2018 OREGON



NTS

NOTES: 1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS. 2. REFER TO PLANS FOR LOCATION. 3. GRATE SHALL BE 1/4" BELOW ADJACENT SURFACE.

9 TRENCH DRAIN **1** 3/4" = 1'-0"

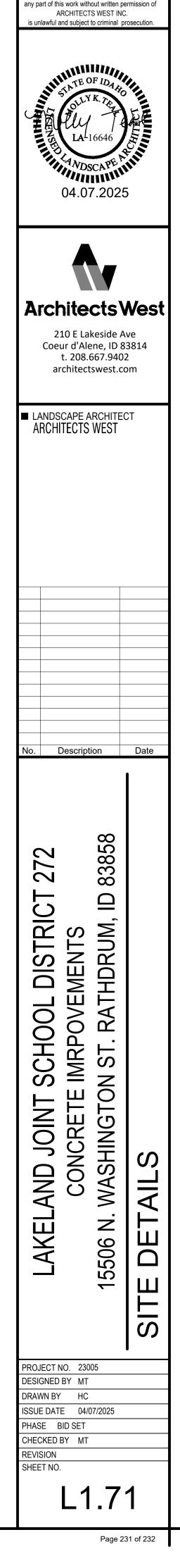


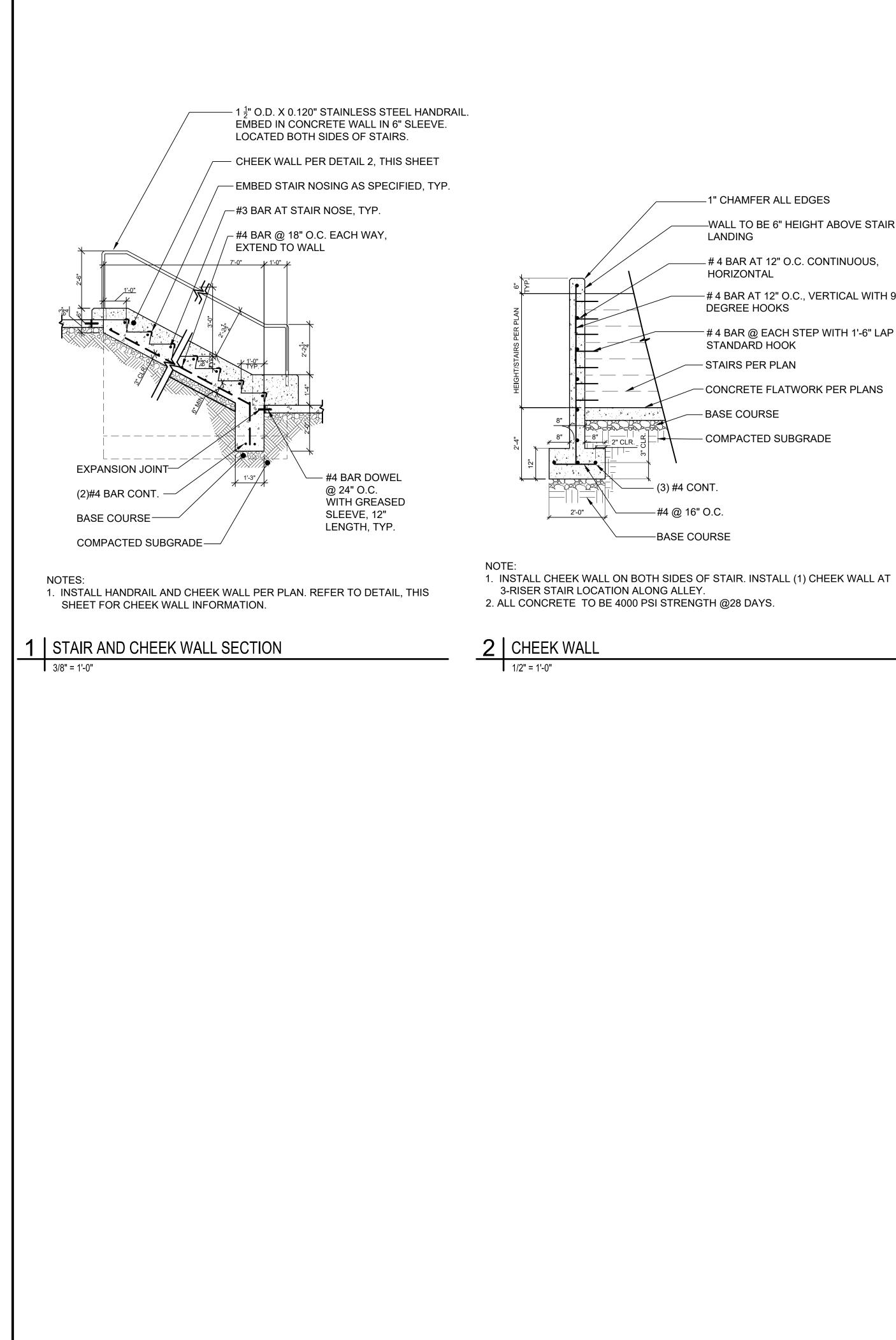
**INSTALL 4-6" WIDE CHANNEL DRAIN** WITH ADA ACCESSIBLE GRATE.

—CONCRETE FLATWORK PER PLANS.

- CONCRETE DEPTH AS REQUIRED FOR DRAINAGE CHANNEL HEIGHT

-----COMPACTED SUBGRADE





-1" CHAMFER ALL EDGES

—WALL TO BE 6" HEIGHT ABOVE STAIR

_# 4 BAR AT 12" O.C. CONTINUOUS, HORIZONTAL

- # 4 BAR AT 12" O.C., VERTICAL WITH 90 DEGREE HOOKS

- # 4 BAR @ EACH STEP WITH 1'-6" LAP AND STANDARD HOOK

– STAIRS PER PLAN

- CONCRETE FLATWORK PER PLANS

- BASE COURSE

- COMPACTED SUBGRADE

