



Specifications for
**Birchwood School District
Storage Building
Birchwood, WI**

September 10, 2025

by

Construction Manager/General Contractor

Market & Johnson, Inc.
2350 Galloway Street (54703)
P.O. Box 630
Eau Claire, WI 54702-0630
715-834-1213 Fax: 715-834-2331

Architect

Cedar Corporation
604 Wilson Ave
Menomonie, WI 54751

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SECTION 00 01 10

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Storage Building
Birchwood, WI

Date: September 10, 2025

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SECTION 00 11 16 INVITATION TO BID

PROJECT: Birchwood School District
Garage Building
Birchwood, WI

BID DEADLINE: Tuesday, October 28, 2025, @ 2:00 p.m. local time

BID TO: Market & Johnson, Inc.
2350 Galloway Street (54703)
P.O. Box 630
Eau Claire, WI 54702-0630
Phone: 715-834-1213
Fax: 715-834-2331
Email: bidding@market-johnson.com

Bids for the above project will be received, on behalf of the Owner, by the General Contractor/ Construction Manager Market & Johnson, Inc., at the above location, until the Bid Deadline. All bids must be submitted on the bid form supplied and in accordance to the Work Categories outlined in the specifications. Hand delivered, mailed, faxed or emailed bids will be accepted prior to the bid deadline.

Bids will be opened publicly. Physical attendance will not be allowed. However, bidders may join the bid opening via MS Teams by calling teleconference number 715-318-0497, 564470690# on the day of the bid to hear the bid results. This conference line will be opened 15 minutes prior to the bid deadline.

Bids shall be submitted in accordance with the documents prepared by Cedar Corporation, 604 Wilson Ave, Menomonie, WI 54751 and dated September 10, 2025.

In general, the project consists of a new 15,000 sf single story front entrance addition and comprehensive remodel of the existing school. Work is to start in spring of 2026 with a late summer completion 2026.

The Owner is considered a tax-exempt entity, therefore WI. Stat. 77.54(9m) will be utilized on this project.

A pre-bid meeting will be held at high school commons on October 22, 2025, at 9:00 a.m. in the high school parking lot.

Bid documents may be examined at the following locations:

Market & Johnson's Office, Eau Claire, WI

Minnesota Builders Exchange

Builders Exchanges in Eau Claire, Appleton, Fond du Lac, La Crosse, and Wausau, WI

Electronic bid documents can be obtained from Market & Johnson at bidding@market-johnson.com and requesting (include company name and phone number in request). Email will be sent with link to access the plans.

Bid security requirements are noted in 00 23 00 - Work Categories specification.

The Owner or Construction Manager may contract with the successful bidder. The Owner reserves the right to reject any or all bids, to waive informalities in any bid and to accept any bid which the Owner may determine to be in its best interest.

No proposal may be withdrawn for a period of 120 days after opening of the proposals without consent of the Owner.

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SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

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1. Receipt and Opening of Bid Proposals

Market & Johnson, Inc. requests bids for the construction of Birchwood School District Garage Building.

Bids will be received as noted in the Invitation to Bid. Bids will be opened in the presence of Birchwood School and Market & Johnson. Bid results will be released after approval by Birchwood School District.

Bids can be emailed in .pdf format to bidding@market-johnson.com, faxed to 715-834-2331, or may be submitted in a sealed envelope to Market & Johnson, Inc. Bids shall be designated as "Bid for Birchwood School District Garage Building."

Bidder assumes all responsibility for the delivery/receipt of their bid to the bid opening location prior to the bid deadline. Owner, Architect and/or Market & Johnson will not be held responsible for any malfunctions with mail/carrier services or technology malfunctions.

Bids for the following work categories (WC) must be delivered in a sealed bid envelope to Market & Johnson's Eau Claire office. All other bids may be faxed or emailed as noted earlier.

WC 06 10 00 - Building Works

2. Pre-Bid Conference

A pre-bid meeting will be held at high school commons on October 22, 2025, at 9:00 a.m. in the high school parking lot.

3. Method of Bidding

Each Bid shall be based on the provisions in the Instruction to Bidders, General Conditions of the Contract for Construction, Supplementary General Conditions, Special Conditions, Divisions 00 and 01 and specification sections and related drawings.

4. Requirements of Signing

Each bid must include the full business address of the bidder, as well as the telephone number, federal ID, contact and authorized signature.

When requested by Market & Johnson, satisfactory evidence of agency or authority of any person signing on behalf of another must be furnished.

5. Furnish and Install

"Furnish and Install" (F&I) means to provide all labor, materials, insurance, taxes, equipment, hoisting, etc. to complete the described work, per the plans and specifications.

“Install Only” means receive delivery on board, unload, uncrate and install, including all labor, miscellaneous materials, insurance, taxes, hoisting, and equipment necessary for materials supplied by others. This also includes removal of debris generated by materials supplied by others.

“Furnish Only” means deliver, tax and freight included (FOB jobsite), materials to the owner’s facility for installation by others. Delivery shall be made during standard working hours and notification of delivery shall be given to Market & Johnson 72 hours in advance.

“As Applicable” means that a portion of the described work is to be completed, per the plans and specifications. Work labeled as “As Applicable” may fall under the category of F&I, Install Only or Furnish Only.

Specification sections are used to designate areas of work. All bidders are required to review all specifications and plan documents in order to evaluate the extent of their work.

Specification sections that are included in these specifications but are not itemized within any specific work category are the full responsibility of all subcontractors as they relate to their primary scope of work.

Assignments of specification sections to a given work category are for purposes of indicating primary responsibility for such work only. The number designation for a work category does not relieve other subcontractors from providing work for this specification section as it relates to their primary scope of work.

6. Bid Form

Bids must be submitted on the Bid Form provided in this manual. The Bid Form must be complete with all blank spaces filled in. Any incomplete bids may be disqualified.

A separate Bid Form should be used for each work category or for each combination of work categories being bid.

7. Bid Security

Bidders in selected work categories shall submit a bid bond or certified check made out to Market & Johnson in the amount of ten percent (10%) of the maximum amount of the bid. Bid bond shall be AIA Document A310 or equivalent form. Failure to include this bid security with the Bid Form will result in disqualification.

Certified checks will be returned after the owner has a contractual agreement for similar work category or for a period of 120 days.

8. Withdrawal or Revision of Bids

Bids may be withdrawn or revised by written request received from bidder prior to the time for opening bids. Negligence on the part of the bidder in preparing the bid infers no right for withdrawal of the bid after it has been opened.

All bids shall be effective and open for acceptance for a period of 120 days after the date and time set for receipt of bids.

9. Acceptance and Rejection of Bids

Market & Johnson reserves the right to reject any or all bids or to waive any informalities in any bid or to accept any bid which will be in the best interests of our firm and the owner. In addition, the bidder recognizes the right of Market & Johnson to reject a bid if the bidder failed to furnish any of the data required by the bidding documents, or if the bid is in any way incomplete or irregular. Market & Johnson also reserves unrestricted privilege to accept or reject any given prices for additions to or deductions from work as given in bid.

10. Post-Bid/Pre-Award Information and Submittal Requirements

- A. Bidders to whom award of a contract is under consideration shall submit to Market & Johnson, upon request, a properly executed AIA Document A305, Contractor's Qualification Statement.
- B. Market & Johnson reserves the right to request a copy of the bidder's audited financial statement, four-year revenue history, overall bonding capacity, and current available bonding capacity. This information will be held confidential and is a part of Market & Johnson's subcontractor/supplier evaluation and selection process. By virtue of submitting a bid, this subcontractor/supplier agrees to submit any and all information requested by Market & Johnson as outlined in these Instructions to Bidders, as well as any other information reasonably requested as a part of Market & Johnson's process for evaluating and selecting subcontractors/suppliers.
- C. Bidders shall submit to Market & Johnson's satisfaction supporting data confirming their ability to furnish a certificate of insurance in accordance with the project requirements.
- D. The apparent successful bidder, within three (3) days after notification, shall submit to Market & Johnson the names and addresses of all proposed sub-subcontractors and/or vendors within their work category(s). Sub-subcontractors and/or vendors with contracts of \$5,000 or less need not be listed initially.

The bidder will be required to establish to the satisfaction of Market & Johnson the reliability and responsibility of the proposed sub-subcontractors and/or vendors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor/supplier's respective trades.

If an agreement with sub-subcontractors and/or vendors cannot be reached, Market & Johnson reserves the right to delete that particular portion of work from the agreement and award a separate agreement for the same.

If construction conditions necessitate, the subcontractor/supplier, at no change in contract price, may make substitution of a sub-subcontractor and/or vendor, provided such substitution is provided in writing and has been accepted by Market & Johnson and owner.

- E. Bidders shall submit supporting data confirming their ability to adequately staff the project with qualified labor classifications as may be required to support the project schedule and other project requirements. Specific clarifications may include, but are not limited to, qualifications and resumes of project management team with organization chart identifying reporting lines and locations of individuals, whether on site or in your corporate office. Includes as a minimum project manager, field supervisors and trade foremen. Demonstrate the reliability and responsibility of the persons or entities proposed to furnish and perform the work described in bidding documents. Once bidder's team has been established, this team cannot be changed without written consent of Market & Johnson.

11. Availability of Contract Documents

Contract documents are available for review as noted on the Invitation to Bid.

12. Examine Contract Documents and Site

Each bidder shall read and familiarize themselves with Division 00, Division 01 and applicable specification sections. The bidder shall also examine all drawings. The successful bidder will be required to perform all the work belonging to the specific work category, which is either shown on the drawings, mentioned in the specifications, or reasonably implied as necessary to complete the work in the work category, including removal of existing work and preparing old work to receive new. Each bidder shall also review the agreements included within these specifications. Determination of the agreement utilized will be based on whether labor is included, and/or the value of the agreement.

Each bidder shall visit the site to become acquainted with the following: adjacent areas, means of approach to the site, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment. Bidders shall compare specifications and drawings with existing conditions and inform themselves of all conditions affecting execution of work, including other work, if any, being performed.

No consideration will be granted for any alleged misinterpretation or misunderstanding of the work to be done and/or materials or equipment to be furnished.

13. Interpretations, Discrepancies and Omissions

No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before award of a contract. Bidders shall bring discrepancies, omissions, conflicts, or doubt as to true meaning of any part of contract documents to Market & Johnson's attention, in writing, at least five (5) days before the due date for bids. Prompt clarifications will immediately be supplied to bidders by addendum.

Failure to request clarification or interpretation of contract documents will not relieve a subcontractor/supplier of their responsibilities. Signing of the bid form will imply that the subcontractor/supplier has thorough comprehension of full intent and scope of the contract documents.

Neither the owner, architect, nor Market & Johnson will be responsible for oral instructions. Only a written interpretation or correction by addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

14. Addenda

All addenda issued during the time of bidding shall become part of the contract documents and each addenda shall be acknowledged on the bid form. Failure to acknowledge addenda may disqualify bidder.

15. Alternates

Each bidder must bid on the alternate(s) listed on the bid form that is applicable to their respective work category. Alternates will be considered in awarding of the agreements.

Market & Johnson shall be allowed a period of one hundred twenty (120) days after receipt of a signed agreement to accept or reject any or all alternates submitted on the bid form.

16. Request for Substitution, Voluntary Alternates

Whenever a material, article, or piece of equipment is identified in the contract documents by reference to manufacturer or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard. Any material, article or piece of equipment of other manufacturers or vendors, which will perform adequately the duties imposed by the general design, will be considered equally acceptable provided the material, article or piece of equipment so proposed is, in the opinion of the architect, of equal substance, appearance and function. Alternate work shall not be performed and substitute or alternate materials or equipment shall not be purchased or installed by the subcontractor/supplier without the architect's prior written approval. Base bids must be based upon the item specified, not upon voluntary alternates. Reference Substitution Request form.

Subcontractors/suppliers are encouraged to offer voluntary alternates to items specified. Voluntary alternates should list the add or deduct amounts to the base bid for each item and should provide an adequate description of each item or system suggested. The owner, architect and Market & Johnson reserve the right to accept or reject any voluntary alternates. If accepted, voluntary alternates will be subject to the requirements for substitutions.

If a subcontractor/supplier is awarded a contract and submits for approval a material, article or piece of equipment which is considered as unequal to the specified item by the owner, architect, and/or Market & Johnson, the subcontractor/supplier shall be required to provide the specified item at no additional cost.

17. Taxes

The owner on this project is tax-exempt from state sales tax under WI Section 77.54(9m). Therefore, exclude those applicable taxes from your bid amounts. A Wisconsin Sales and Use Tax Exemption Certificate will be issued indicating the owner is exempt per Section 77.54(9m). All other applicable taxes required by law shall be included within your bid amounts.

18. Laws, Permits, Licenses, and Regulations

Attention is particularly directed to the general conditions for requirements that deal with laws, permits, licenses and regulations.

Subcontractors/suppliers shall conform to all applicable federal and state laws, municipal ordinances, rules and regulations or all authorities having jurisdiction over construction, including all construction codes and safety codes which may apply to the following:

- Performance of the work
- Protection of adjoining and adjacent property
- Maintenance of passageways, guard fences or other protective facilities

Market & Johnson shall provide the general building permit. Each subcontractor/supplier shall obtain and pay for all other permits, licenses and approvals for their work and give all notices as required for each specific work category.

Subcontractor/supplier shall arrange for all inspections required by federal, state, municipal or other authorities and pay all fees and costs incurred.

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SECTION 00 23 00 WORK CATEGORIES (WC)

With the intent of supplementing and clarifying the scope of work elsewhere defined, and without intending to limit and/or restrict the extent of work required by the Contract Documents, the work generally will consist of the following items and operations listed in each of the attached work category descriptions. Each bidder is responsible for ensuring that their price is all inclusive of any requirements in related specification sections or contract drawings not included under a specific work category.

Each work category is identified by a work category number and work category description. These designations shall be placed on the bid form and the work category description shall become the scope of work for the successful bidder selected for each work category.

Each bidder shall examine the contract documents of all disciplines to determine the extent of the proposed construction and shall perform the work to conform to construction called for in such manner as not to interfere with or delay work of others.

Bidders shall review all work categories to clarify the interaction/coordination required between the different work categories and how it affects the bidder's work requirements and responsibility.

If there is a conflict on a specific item between the contract documents and the work category description, the work category description will govern. However, if an item is covered in the contract documents, but not reiterated in the work category description, the bidder shall still be responsible for that item of work.

The following sections apply to all work category bidders:

All Division 00 sections.
All Division 01 sections.

Definitions:

"Furnish and Install" or "F&I" means to provide all labor, materials, insurance, taxes, equipment, hoisting, etc. to complete the described work, per plans and specifications.

"Install Only" means receive delivery on board, unload, uncrate and install, including all labor, miscellaneous materials, insurance, taxes, hoisting, and equipment necessary for material supplied by others. This also includes removal of debris generated by materials supplied by others.

"Furnish Only" means deliver, tax and freight included (FOB job site), materials to the Owner's facility for installation by others. Delivery shall be made during standard working hours and notification of delivery shall be given to Market & Johnson 72 hours in advance.

"As Applicable" means that a portion of the described work is to be completed, per the plans and specifications. Work labeled as "As Applicable" may fall under the category of "F&I", "Install Only" or "Furnish Only".

Bidders bidding on any work categories with "Req'd" filled out in the bid bond column are required to submit bid security with their bid.

WORK CATEGORY	SCOPE OF WORK	WORK CATEGORY SPEC SECTIONS	STATUS	BID BOND
06 10 00 Building Works	F&I F&I F&I F&I F&I F&I	03 20 00 - Concrete Reinforcing 03 30 00 - Cast-In-Place Concrete 07 21 00 - Rigid Insulation 08 10 00 - Steel Doors and Frames 08 71 00 - Finish Hardware 10 44 00 - Fire Protection Specialties	Bidding	Req'd
08 36 00 Panel Doors	F&I	08 36 00 – Panel Doors	Bidding	Req'd
13 34 01 Fabricated Engineered Structures - Install	Install Only	13 34 01 – Fabricated Engineered Structures	Bidding	Req'd
13 34 02 Fabricated Engineered Structures - Furnish	Furnish Only	13 34 02 – Fabricated Engineered Structures	Bidding	Req'd
22 00 00 Plumbing	As Applicable	MEP Design Build Narrative	Bidding	Req'd
23 00 00 HVAC	As Applicable	MEP Design Build Narrative	Bidding	Req'd
26 00 00 Electrical	As Applicable	MEP Design Build Narrative	Bidding	Req'd
31 00 00 Earthwork	F&I F&I F&I	31 00 00 – Earthwork 32 00 00 – Site Improvements 33 00 00 – Utilities	Bidding	Req'd
32 12 16 Asphalt Paving	F&I F&I	32 12 16 – Asphalt Paving 32 17 23 – Pavement Marking	Bidding	Req'd

Work Category 06 10 00 – Building Works

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
03 20 00	Concrete Reinforcing (no spec)
03 30 00	Cast-In-Place Concrete (no spec)
07 21 00	Rigid Insulation (no spec)
08 10 00	Steel Doors and Frames (no spec)
08 71 00	Finish Hardware (no spec)
10 44 00	Fire Protection Specialties (no spec)

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
4. All bids must be submitted on the bid form supplied within the bid documents.
5. Bid security in the form of a bid bond or certified check in the amount of 10% of the bid shall accompany the bid for any work category that requires it.
6. Include all fees and permit costs associated with this work category scope. Copies of all permits are to be supplied to Market & Johnson for record. The general building permit will be supplied by Market & Johnson.
7. Successful bidders will be required to sign Market & Johnson's subcontract or material purchase agreement (copy included in the specifications) without any modifications.
8. Market & Johnson is to provide material testing for this project. The subcontractor is responsible for scheduling the testing agency. Any additional testing required due to failed initial tests shall be the responsibility of the subcontractor. Testing covered under this item is limited to concrete, masonry, steel, and earth materials, unless noted otherwise.
9. Subcontractor is to comply with Market & Johnson's safety policy.
10. Subcontractor is to provide a full-time and competent superintendent while working on the site. Said superintendent must have decision-making authority for the Subcontractor.
11. Subcontractor's superintendent is to coordinate with Market & Johnson's superintendent in making the 5-week look ahead schedules. These schedules will be reviewed at the weekly progress meetings by all trades.
12. All bidders shall participate in Market & Johnson's meetings including:
 - a. Pre-construction meeting
 - b. Weekly progress meetings
 - c. Pre-installation meetings
13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
14. On-site parking and subcontractor office trailers are to be limited to the temporary parking area as defined by the site logistics plan located in Specification 01 52 13 – Field Offices.
15. Temporary fencing and toilets are to be provided by Market & Johnson.

16. Dumpsters for non-demolition construction waste are to be provided by Market & Johnson. Subcontractors participating in demolition operations are to include all necessary dumpsters for removed materials.
17. Subcontractor is required to review and follow the schedule as provided in the specifications. Include any costs to complete the work in the scheduled durations. No additional compensation will be provided for overtime or shift work required to meet the stated schedule.
18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
19. Market & Johnson will provide electronic plans and specifications (.pdf format) to all subcontractors. Subcontractor is responsible for printing of hard copies if needed.
20. Subcontractor is responsible for field measurements, coordination, receiving, unloading, inspecting, and storage of their materials. Materials shall be brought on-site with the coordination of Market & Johnson. Materials brought on-site early may require relocation to maintain the efficiency of other trades at no additional expense to Market & Johnson.
21. Subcontractor shall include layout of their own work.
22. Subcontractor is responsible for protecting the existing building and completed work by other trades from any damage during performance of work. Subcontractor shall also include protection of their work from damages.
23. Subcontractor shall include daily cleaning of their work areas and removal of debris to the supplied dumpsters. Any debris left on-site will be cleaned by Market & Johnson and will be back charged to the responsible subcontractor.
24. Subcontractor shall provide their own equipment as required to perform their work unless noted otherwise. Proper ventilation of equipment is the responsibility of the subcontractor.
25. Subcontractor is required to provide all necessary flagging for deliveries entering and leaving the site.
26. Subcontractor shall provide their own extension cords. If temporary power greater than 120V and 10 amps is required, subcontractor shall make provisions for temporary electrical hookups or generators.
27. Subcontractor shall provide all necessary heat and weather protection to complete their work.
28. All subcontractors participating in demolition or existing building modification activities (coring, cutting, etc.) are to take the necessary precautions and have a program in place for hazardous material safety unless it can be verified that the existing items contain no hazardous material.
29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Include all necessary layout for own work.
2. Provide blocking within walls as specified for items attached to walls.
3. Provide blocking within walls for owner identified owner furnished and installed items.
4. Provide wood blocking at all windows and doors as detailed in drawings.
5. Equipment roof curbs to be supplied and installed by others.
6. Furnish and install fire extinguishers.
7. Include 21'x20' concrete dumpster pad
8. Furnish and install all concrete reinforcing, concrete accessories, concrete, and insulation for new concrete foundations, stoops, slabs, curbs, and aprons per drawings.
9. Furnish and install pipe bollards and bollard sleeves.
10. Trench drain provided and installed by others.
11. Coordinate with PEMB supplier and installer to ensure accurate anchor bolt installation in piers.
 - a. Anchor bolts provided by PEMB supplier
 - b. Anchor bolts installed by this work category in coordination with PEMB installer.
12. Furnish and install all HM frames, doors, and hardware
13. Overhead doors to be by others.

Work Category 08 36 00 – Panel Doors

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
08 36 00	Panel Doors (no spec)

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
4. All bids must be submitted on the bid form supplied within the bid documents.
5. Bid security in the form of a bid bond or certified check in the amount of 10% of the bid shall accompany the bid for any work category that requires it.
6. Include all fees and permit costs associated with this work category scope. Copies of all permits are to be supplied to Market & Johnson for record. The general building permit will be supplied by Market & Johnson.
7. Successful bidders will be required to sign Market & Johnson's subcontract or material purchase agreement (copy included in the specifications) without any modifications.
8. Market & Johnson is to provide material testing for this project. The subcontractor is responsible for scheduling the testing agency. Any additional testing required due to failed initial tests shall be the responsibility of the subcontractor. Testing covered under this item is limited to concrete, masonry, steel, and earth materials, unless noted otherwise.
9. Subcontractor is to comply with Market & Johnson's safety policy.
10. Subcontractor is to provide a full-time and competent superintendent while working on the site. Said superintendent must have decision-making authority for the Subcontractor.
11. Subcontractor's superintendent is to coordinate with Market & Johnson's superintendent in making the 5-week look ahead schedules. These schedules will be reviewed at the weekly progress meetings by all trades.
12. All bidders shall participate in Market & Johnson's meetings including:
 - a. Pre-construction meeting
 - b. Weekly progress meetings
 - c. Pre-installation meetings
13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
14. On-site parking and subcontractor office trailers are to be limited to the temporary parking area as defined by the site logistics plan located in Specification 01 52 13 – Field Offices.
15. Temporary fencing and toilets are to be provided by Market & Johnson.
16. Dumpsters for non-demolition construction waste are to be provided by Market & Johnson. Subcontractors participating in demolition operations are to include all necessary dumpsters for removed materials.
17. Subcontractor is required to review and follow the schedule as provided in the specifications. Include any costs to complete the work in the scheduled durations. No additional compensation will be provided for overtime or shift work required to meet the stated schedule.

18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
19. Market & Johnson will provide electronic plans and specifications (.pdf format) to all subcontractors. Subcontractor is responsible for printing of hard copies if needed.
20. Subcontractor is responsible for field measurements, coordination, receiving, unloading, inspecting, and storage of their materials. Materials shall be brought on-site with the coordination of Market & Johnson. Materials brought on-site early may require relocation to maintain the efficiency of other trades at no additional expense to Market & Johnson.
21. Subcontractor shall include layout of their own work.
22. Subcontractor is responsible for protecting the existing building and completed work by other trades from any damage during performance of work. Subcontractor shall also include protection of their work from damages.
23. Subcontractor shall include daily cleaning of their work areas and removal of debris to the supplied dumpsters. Any debris left on-site will be cleaned by Market & Johnson and will be back charged to the responsible subcontractor.
24. Subcontractor shall provide their own equipment as required to perform their work unless noted otherwise. Proper ventilation of equipment is the responsibility of the subcontractor.
25. Subcontractor is required to provide all necessary flagging for deliveries entering and leaving the site.
26. Subcontractor shall provide their own extension cords. If temporary power greater than 120V and 10 amps is required, subcontractor shall make provisions for temporary electrical hookups or generators.
27. Subcontractor shall provide all necessary heat and weather protection to complete their work.
28. All subcontractors participating in demolition or existing building modification activities (coring, cutting, etc.) are to take the necessary precautions and have a program in place for hazardous material safety unless it can be verified that the existing items contain no hazardous material.
29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Furnish and install panel doors per plans and specifications.
 - a. See MEP Design Build Narrative for motorized vs manual doors.

Work Category 13 34 01 – Fabricated Engineered Structures - Install

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
13 34 01	Fabricated Engineered Structures (no spec) Install Only

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
4. All bids must be submitted on the bid form supplied within the bid documents.
5. Bid security in the form of a bid bond or certified check in the amount of 10% of the bid shall accompany the bid for any work category that requires it.
6. Include all fees and permit costs associated with this work category scope. Copies of all permits are to be supplied to Market & Johnson for record. The general building permit will be supplied by Market & Johnson.
7. Successful bidders will be required to sign Market & Johnson's subcontract or material purchase agreement (copy included in the specifications) without any modifications.
8. Market & Johnson is to provide material testing for this project. The subcontractor is responsible for scheduling the testing agency. Any additional testing required due to failed initial tests shall be the responsibility of the subcontractor. Testing covered under this item is limited to concrete, masonry, steel, and earth materials, unless noted otherwise.
9. Subcontractor is to comply with Market & Johnson's safety policy.
10. Subcontractor is to provide a full-time and competent superintendent while working on the site. Said superintendent must have decision-making authority for the Subcontractor.
11. Subcontractor's superintendent is to coordinate with Market & Johnson's superintendent in making the 5-week look ahead schedules. These schedules will be reviewed at the weekly progress meetings by all trades.
12. All bidders shall participate in Market & Johnson's meetings including:
 - a. Pre-construction meeting
 - b. Weekly progress meetings
 - c. Pre-installation meetings
13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
14. On-site parking and subcontractor office trailers are to be limited to the temporary parking area as defined by the site logistics plan located in Specification 01 52 13 – Field Offices.
15. Temporary fencing and toilets are to be provided by Market & Johnson.
16. Dumpsters for non-demolition construction waste are to be provided by Market & Johnson. Subcontractors participating in demolition operations are to include all necessary dumpsters for removed materials.
17. Subcontractor is required to review and follow the schedule as provided in the specifications. Include any costs to complete the work in the scheduled durations. No additional compensation will be provided for overtime or shift work required to meet the stated schedule.

18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
19. Market & Johnson will provide electronic plans and specifications (.pdf format) to all subcontractors. Subcontractor is responsible for printing of hard copies if needed.
20. Subcontractor is responsible for field measurements, coordination, receiving, unloading, inspecting, and storage of their materials. Materials shall be brought on-site with the coordination of Market & Johnson. Materials brought on-site early may require relocation to maintain the efficiency of other trades at no additional expense to Market & Johnson.
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23. Subcontractor shall include daily cleaning of their work areas and removal of debris to the supplied dumpsters. Any debris left on-site will be cleaned by Market & Johnson and will be back charged to the responsible subcontractor.
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27. Subcontractor shall provide all necessary heat and weather protection to complete their work.
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29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Install PEMB complete.
2. Include coordination with Building Works contractor to install column anchor bolts.
3. Install non-shrink grout under all columns

Work Category 13 34 02 Fabricated Engineered Structures - Furnish

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
13 34 02	Fabricated Engineered Structures (no spec) Furnish Only

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
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18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
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29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Furnish PEMB complete per drawings.
 - a. Includes but not limited to:
 - i. Roof panels
 - ii. Exterior wall panels
 - iii. Interior wall panels
 - iv. Insulation
 - v. Trims, soffits, flashings, etc
 - vi. Engineering/design of building

Work Category 22 00 00 - Plumbing

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00 Procurement and Contracting Requirements
Division 01 General Requirements
MEP Design Build Narrative

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
4. All bids must be submitted on the bid form supplied within the bid documents.
5. Bid security in the form of a bid bond or certified check in the amount of 10% of the bid shall accompany the bid for any work category that requires it.
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10. Subcontractor is to provide a full-time and competent superintendent while working on the site. Said superintendent must have decision-making authority for the Subcontractor.
11. Subcontractor's superintendent is to coordinate with Market & Johnson's superintendent in making the 5-week look ahead schedules. These schedules will be reviewed at the weekly progress meetings by all trades.
12. All bidders shall participate in Market & Johnson's meetings including:
 - a. Pre-construction meeting
 - b. Weekly progress meetings
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13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
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18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
19. Market & Johnson will provide electronic plans and specifications (.pdf format) to all subcontractors. Subcontractor is responsible for printing of hard copies if needed.
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29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Provide all-inclusive plumbing system as outlined in the "MEP Design Build Narrative" included with the project specifications.

Work Category 23 00 00 - HVAC

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00 Procurement and Contracting Requirements
Division 01 General Requirements
MEP Design Build Narrative

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
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13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
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17. Subcontractor is required to review and follow the schedule as provided in the specifications. Include any costs to complete the work in the scheduled durations. No additional compensation will be provided for overtime or shift work required to meet the stated schedule.
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29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Provide all-inclusive HVAC system as outlined in the "MEP Design Build Narrative" included with the project specifications.

Work Category 26 00 00 – Electrical

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00 Procurement and Contracting Requirements
 Division 01 General Requirements
 MEP Design Build Narrative

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
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30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Provide all-inclusive electrical system as outlined in the "MEP Design Build Narrative" included with the project specifications.
2. Provide temp power for jobsite and power connection for (1) job trailer
3. Include new power feed to the new building.

Work Category 31 00 00 – Earthwork

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
Division 31	Earthwork
Division 32	Site Improvements (as it relates to landscape restoration)
Division 33	Utilities

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
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26. Subcontractor shall provide their own extension cords. If temporary power greater than 120V and 10 amps is required, subcontractor shall make provisions for temporary electrical hookups or generators.
27. Subcontractor shall provide all necessary heat and weather protection to complete their work.
28. All subcontractors participating in demolition or existing building modification activities (coring, cutting, etc.) are to take the necessary precautions and have a program in place for hazardous material safety unless it can be verified that the existing items contain no hazardous material.
29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Include excavation and backfill for new concrete foundations and stoops for new PEMB.
2. Include excavation, backfill, grading, etc. for existing parking lot extension (lot next to school).
3. Removal of additional material from site. See note on C101
4. Cut and remove asphalt as noted
5. Utility locates and coordination with Village to ensure existing utilities remain intact during construction.
6. Provide granular fill under all slabs as required.
7. Subgrade prep for all new asphalt and concrete paving.
8. Include excavation and backfill for pipe bollards. Bollards to be furnished and installed by others.
9. Include all site utilities.
10. Provide all erosion control measures as noted on plans.

Work Category 32 12 16 – Asphalt Paving

The following information is provided to define and describe the scope of work that will be required of the successful bidder. The scope of work shall include all labor, materials, supervision, equipment, tools, insurance, bonding, taxes, hoisting, and all other items required to perform this work.

The information is to be complimentary with the collective requirements of all the other contract documents. All the contract documents, including all disciplines of the specifications and drawings, are included as part of this scope of work.

This work category narrative will become a part of the successful bidder's final contract and outlines the specific scope of work required.

The following specification sections shall be completely furnished and installed under the scope of this work category.

Division 00	Procurement and Contracting Requirements
Division 01	General Requirements
32 12 16	Asphalt Paving (No Spec)
32 17 23	Pavement Marking (No Spec)

General Requirements

1. Reference Instructions to Bidders section for all bidding requirements.
2. All bids are to be per plans and specifications. The scopes of work are for clarification of work only.
3. Bidders are to hold their bid for minimum of 120 days after the stated bid date.
4. All bids must be submitted on the bid form supplied within the bid documents.
5. Bid security in the form of a bid bond or certified check in the amount of 10% of the bid shall accompany the bid for any work category that requires it.
6. Include all fees and permit costs associated with this work category scope. Copies of all permits are to be supplied to Market & Johnson for record. The general building permit will be supplied by Market & Johnson.
7. Successful bidders will be required to sign Market & Johnson's subcontract or material purchase agreement (copy included in the specifications) without any modifications.
8. Market & Johnson is to provide material testing for this project. The subcontractor is responsible for scheduling the testing agency. Any additional testing required due to failed initial tests shall be the responsibility of the subcontractor. Testing covered under this item is limited to concrete, masonry, steel, and earth materials, unless noted otherwise.
9. Subcontractor is to comply with Market & Johnson's safety policy.
10. Subcontractor is to provide a full-time and competent superintendent while working on the site. Said superintendent must have decision-making authority for the Subcontractor.
11. Subcontractor's superintendent is to coordinate with Market & Johnson's superintendent in making the 5-week look ahead schedules. These schedules will be reviewed at the weekly progress meetings by all trades.
12. All bidders shall participate in Market & Johnson's meetings including:
 - a. Pre-construction meeting
 - b. Weekly progress meetings
 - c. Pre-installation meetings
13. Limited parking is available on site. Subcontractor shall include in their bid any necessary arrangements for transporting workers to and from the site.
14. On-site parking and subcontractor office trailers are to be limited to the temporary parking area as defined by the site logistics plan located in Specification 01 52 13 – Field Offices.
15. Temporary fencing and toilets are to be provided by Market & Johnson.
16. Dumpsters for non-demolition construction waste are to be provided by Market & Johnson. Subcontractors participating in demolition operations are to include all necessary dumpsters for removed materials.

17. Subcontractor is required to review and follow the schedule as provided in the specifications. Include any costs to complete the work in the scheduled durations. No additional compensation will be provided for overtime or shift work required to meet the stated schedule.
18. Subcontractor shall anticipate multiple mobilizations for their work and no additional costs for multiple mobilizations will be accepted.
19. Market & Johnson will provide electronic plans and specifications (.pdf format) to all subcontractors. Subcontractor is responsible for printing of hard copies if needed.
20. Subcontractor is responsible for field measurements, coordination, receiving, unloading, inspecting, and storage of their materials. Materials shall be brought on-site with the coordination of Market & Johnson. Materials brought on-site early may require relocation to maintain the efficiency of other trades at no additional expense to Market & Johnson.
21. Subcontractor shall include layout of their own work.
22. Subcontractor is responsible for protecting the existing building and completed work by other trades from any damage during performance of work. Subcontractor shall also include protection of their work from damages.
23. Subcontractor shall include daily cleaning of their work areas and removal of debris to the supplied dumpsters. Any debris left on-site will be cleaned by Market & Johnson and will be back charged to the responsible subcontractor.
24. Subcontractor shall provide their own equipment as required to perform their work unless noted otherwise. Proper ventilation of equipment is the responsibility of the subcontractor.
25. Subcontractor is required to provide all necessary flagging for deliveries entering and leaving the site.
26. Subcontractor shall provide their own extension cords. If temporary power greater than 120V and 10 amps is required, subcontractor shall make provisions for temporary electrical hookups or generators.
27. Subcontractor shall provide all necessary heat and weather protection to complete their work.
28. All subcontractors participating in demolition or existing building modification activities (coring, cutting, etc.) are to take the necessary precautions and have a program in place for hazardous material safety unless it can be verified that the existing items contain no hazardous material.
29. Subcontractor shall include all necessary penetrations for their own work, including any necessary firestopping to meet rating requirements.
30. Subcontractor shall include all necessary demolition and patching to complete their work unless it is specifically shown on the architectural or structural drawings.

Work Category Specific Items

1. Include pavement striping per Civil plans.

SECTION 00 31 32 GEOTECHNICAL DATA

1. Existing Conditions

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Geotechnical Report: Entitled Birchwood School District Storm Shelter Addition, dated March 27, 2024, prepared by Professional Service Industries, Inc.
 - 1. A copy of this report is included with this Section.
 - 2. This report identifies properties of below grade conditions and offers recommendations for the design of foundations, prepared primarily for the use of Architect.
 - 3. The recommendations described shall not be construed as a requirement of this Contract, unless specifically referenced in Contract Documents.
 - 4. This report, by its nature, cannot reveal all conditions that exist on the site. Should subsurface conditions be found to vary substantially from this report, changes in the design and construction of foundations will be made, with resulting credits or expenditures to the Contract Price accruing to Owner.

End of Section

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SECTION 00 31 32
GEOTECHNICAL DATA
BIRCHWOOD SCHOOL DISTRICT STORM SHELTER ADDITION

1.01 SCOPE

- A. The information on soil data was obtained primarily for use in preparing the foundation design. However, each Contractor shall draw their own conclusions therefrom. No responsibility is assumed by the Owner or the Architect for subsoil quality or conditions.

1.02 INVESTIGATIONS

- A. A subsurface investigation has been made and reports prepared by Professional Service Industries, Inc. Report # 00952177 are attached.

1.03 CONDITIONS

- A. Boring information is provided in good faith solely for the purpose of placing each Bidder in receipt of information available to the Owner, and each Bidder is responsible for any conclusions which he draws therefrom, since the Owner does not guarantee continuity of the conditions indicated at the boring locations.
- B. Each Bidder is expected to make their own investigations, to examine the site and record of the Owner's investigations, and then decide for themselves the character of materials to be encountered. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions but such subsurface investigations shall be performed only under arrangements approved in advance by the Architect.

END OF SECTION 00 31 32



Professional Service Industries, Inc.
12839 30th Avenue, Chippewa Falls, WI 54729
Phone: (715) 738-2770
Fax: (715) 738-2771

March 27, 2024

Ms. Gayle Luebke
School District of Birchwood
300 South Wilson Street
Birchwood, Wisconsin 54817

SUBJECT: Geotechnical Exploration and Evaluation
Proposed Community Safe Room Building
Birchwood, Wisconsin
PSI Project No. 00952177

Dear Ms. Luebke,

The geotechnical exploration and evaluation for the referenced project has been completed. An electronic copy of the report is being provided via email. Paper copies can be issued upon request. After you have had the opportunity of reading the report, please call at any time with any questions or comments you may have. Professional Service Industries, Inc. (PSI) appreciates the opportunity to be of service on this project, and looks forward to continuing as your geotechnical consultant during the design and construction phases, as well as your upcoming projects.

Sincerely,

PROFESSIONAL SERVICE INDUSTRIES, INC.

A handwritten signature in black ink, appearing to read "Angy Rafferty".

Angy Rafferty
Staff Geologist

A handwritten signature in black ink, appearing to read "Jeff Manninen".

Jeffrey A. Manninen
Branch Manager

A handwritten signature in black ink, appearing to read "James M. Becco".

James M. Becco, P.E.
Regional Vice President

GEOTECHNICAL EXPLORATION AND EVALUATION

Proposed Community Safe Room Building

Birchwood, Wisconsin

Prepared For:

School District of Birchwood

300 South Wilson Street

Birchwood, Wisconsin 54817

PSI Project No. 00952177

March 27, 2024

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INTRODUCTION

General

This report presents the results of the geotechnical exploration and evaluation for the proposed Community Safe Room building, located in Birchwood, Wisconsin. The work was performed for the School District of Birchwood, at the request of Mr. Ben Beery of Wold Architects and Engineers.

Purpose

The purpose of this study was to evaluate the subsurface conditions at specific boring locations on the site, and to establish parameters for use by the design engineers and architects in preparing the foundation and floor slab designs for the proposed project.

Scope

The scope of services included a site reconnaissance, the subsurface exploration, a determination of soil characteristics by field and laboratory testing, and an evaluation and analysis of the data obtained. The scope of the field exploration program, including the number, depth and locations of the borings, was determined by a representative of the client.

Authorization

The description of services and authorization to perform this geotechnical exploration and analysis were in the form of a signed acceptance copy of PSI Proposal No. 414390, dated December 12, 2023. The general conditions for the performance of the work were referenced in the proposal. This report has been prepared on behalf of, and exclusively for the use of the School District of Birchwood. The information contained in this report may not be relied upon by any other parties without the express written consent of PSI, and acceptance by such parties of PSI's General Conditions.

SITE AND PROJECT DESCRIPTION

Site Features

The subject site is located on the north side of the Birchwood School, at 300 South Wilson Street, in the Village of Birchwood, Wisconsin. The surface of the site in the planned building area was covered with grass, and a few trees along the north edge. The project site was surrounded by a playground and athletic fields to the west, residential homes and a preschool to the north, residential homes and a paved parking lot to the east and the school building to the south.

Aerial photography from various years between 1998 and 2023 was reviewed on Google Earth. Throughout the series of the photos, it appears that the subject site has remained

relatively similar in appearance to existing. However, several of the photos are grainy and difficult to discern detail.

The topography of the project area may be considered relatively flat and slopes down slightly to the north, with an elevation difference of approximately 7 feet indicated on the topographic map provided by Wold Architects and Engineers. Elevations at the borings ranged between about EL. 1246.1 to EL. 1251.5.

Project Description

Based on the information provided by the client, it is understood that the proposed project will consist of the construction of an approximate 4,600 square foot single story safe room building that will be located to the north side of the existing school. An approximate 276 square foot link vestibule will be constructed between the buildings to connect them. The building will include an exercise studio, restrooms and a garage. No basements are planned. Structural loads were not known at the time of this evaluation. For the purpose of this report, it is estimated that maximum column and wall loads will not exceed 150 kips and 10 kips per lineal foot, respectively. When structural loads are determined, PSI must be informed in order to determine if revisions to this report are necessary.

It is understood that the finished floor slab elevation of the structure will match that of the existing building (EL. 1252.1). Based on the topographic map provided, the existing grades within the planned addition range from about EL. 1255 to EL. 1249. Therefore, cuts and fills of up to about 3 feet are estimated to be required to establish the floor slab elevation of the addition. However, this will also be dependent on the subgrade preparation criteria, to be discussed in a later section.

When additional information regarding the project becomes available, and/or if any of the information discussed herein differs from current plans or changes as design progresses, PSI must be informed so that any necessary revisions to this report can be made.

EXPLORATION AND LABORATORY PROCEDURES

Scope Summary

The field data utilized in the evaluation and analysis of the subsurface materials was obtained by drilling exploratory test borings, securing soil samples by the split-spoon sampling method, and subjecting the samples to laboratory testing.

Field Exploration

Eight (8) soil test borings to a depth of about 26.5 feet were planned for this project. However, auger refusal due to possible cobbles, boulders, or bedrock was encountered at depths ranging from about 3 to 18 feet (EL. 1228.5 to EL. 1243.1) in each of the borings. Auger refusal was initially encountered at a depth of about 4 feet (EL. 1242.1) at B-6. The boring was

then offset 5 feet south and auger refusal was encountered at a depth of about 3 feet (EL. 1243.1). The borings were located in the field by the drill crew utilizing conventional taping procedures referenced to the existing site features. They are estimated to be accurate to within several feet. The surface elevation shown on the logs were determined by the drill crew utilizing conventional leveling techniques. A manhole rim located about 30 feet north of the northeastern-most school building corner, was utilized as a benchmark, with a known elevation of EL. 1248.8. The elevations are estimated to be accurate to within about 1 foot. The approximate locations of the borings performed are shown on the Boring Location Diagram (Figure 1), which is provided in the Appendix of this report.

The soil test borings were performed with a Truck-mounted rotary drilling rig utilizing continuous flight hollow stem augers to advance the holes. Representative samples were obtained by the Standard Penetration Test (SPT) method in general accordance with ASTM D-1586. Samples were secured at 2.5-foot intervals to a depth of 10 feet, and then at 5-foot intervals to the end of the borings. The standard penetration value (N) is defined as the number of blows of a 140-pound hammer, falling thirty (30) inches, required to advance the split-spoon sampler one (1) foot into the soil. The sampler is lowered to the bottom of the drill hole and the number of blows recorded for each of the three (3) successive increments of six (6) inches penetration. The "N" value is obtained by adding the second and third incremental numbers. The SPT provides a means of estimating the relative density of granular soils and comparative consistency of cohesive soils, thereby providing a method of evaluating the subsoil's relative strength and compressibility characteristics of the subsoils.

The SPT samples were transferred into clean glass jars immediately after retrieval, and returned to the laboratory upon completion of the field operations. Samples will be discarded unless other instructions are received. The soil samples were visually classified in general accordance with the Unified Soil Classification System (ASTM D-2488-75). After completion of the borings, the auger holes were backfilled with bentonite chips.

A copy of the Soil Boring Logs and Boring Location Diagram (Figure 1) are enclosed in the Appendix. The soil stratification shown on the logs represents the approximate soil conditions in the actual boring locations at the time of the exploration. The terms and symbols used on the logs are described in the General Notes found in the Appendix.

Laboratory Physical Testing

Soil samples obtained from the exploration were visually classified in the laboratory, and subjected to testing, which included moisture content determinations.

Selected cohesive soil samples were tested in unconfined compression with a calibrated hand penetrometer to aid in evaluating the soil strength characteristics. The values of strength tests performed on soil samples obtained by the Standard Penetration Test Method (SPT) are considered approximate, recognizing that the SPT method provides a representative but somewhat disturbed soil sample.

The laboratory testing was performed in general accordance with the respective ASTM methods, as applicable, and the results are shown on the boring logs in the Appendix.

DESCRIPTION OF SUBSURFACE CONDITIONS

General

A description of the subsurface conditions encountered at the test boring locations is shown on the Soil Boring Logs. The lines of demarcation shown on the logs represent an approximate boundary between the various soil classifications; however, some variation is expected. It must be recognized that the soil descriptions are considered representative estimates for the specific test hole location, but that variations may occur between and beyond the sampling intervals and boring locations. Soil depths, topsoil, and layer thicknesses, and demarcation lines can be utilized for preconstruction planning, but should not be expected to yield exact and final quantities. A summary of the major soil profile components is described in the following paragraphs.

Soil Conditions

The surface of the site at the borings was covered with about 5 to 12 inches of clay topsoil. The topsoil at B-7 was underlain by silty sand, with trace clay and gravel, to a depth of about 1.5 feet (EL. 1246.1) below ground surface.

The silty sand at B-7 and the topsoil at the remaining borings were underlain by clay, with variable amounts of silt, sand, gravel and cobbles, to depths of about 2.5 to 15 feet (EL. 1236.5 to EL. 1245.1) below ground surface. The clay may be considered medium stiff to very stiff with unconfined compressive strengths of 1.0 to 2.25 tons per square foot.

The clay at each of the of the borings was generally underlain by sand and gravel soils, with variable amounts of clay, silt and cobbles, to at least the refusal depths of the borings (4 to 18 feet). These soils may be considered medium dense to extremely dense with standard penetration resistances 23 blows per foot to 50 blows per 0.5 inches of sampler penetration.

The foregoing discussion of soil conditions on this site represents a generalized soil profile as determined at the test boring locations. A more detailed description and supporting data for each test location can be found on the individual Soil Boring Logs.

Groundwater Observations

Groundwater observations were made during drilling operations and in the open boreholes upon completion. Groundwater was not encountered in any of the borings during drilling or upon completion and removal of augers.

It must be recognized that groundwater levels fluctuate with time due to variations in seasonal precipitation, lateral drainage conditions, and soil permeability characteristics. Longer term monitoring would be required to further evaluate groundwater levels on this site.

EVALUATION AND RECOMMENDATIONS

General

In view of the subsurface conditions encountered in the test borings, together with the structural loading criteria and development grades anticipated, conventional spread footings are recommended for the support of the structure. However substantial difficulty digging and longer excavation times may be experienced in some areas due to the presence of extremely dense soils with cobbles. In addition, some undercutting of soft, unstable, or otherwise unsuitable soils may be required, on at least an isolated basis.

The floor slabs and pavements can be supported by the existing soils and new structural fill to raise grades following proper preparation, which will include the removal of any soft, unstable or unsuitable zones. A discussion of the foundation design parameters, as well as the support conditions for the floor slab are included in the following sections.

Site Preparation and Grading

The presence of organic topsoil, vegetation and tree roots in the subgrade can adversely affect the serviceability of structural fills, foundations, floor slabs, pavements, and other structures placed upon them. Approximately 5 to 12 inches of topsoil was present on the surface of the site at the borings. However, some variation is likely. All topsoil, vegetation, trees, roots and other organic matter must be stripped from the areas of footings, floor slabs, pavements, sidewalks, and other structures.

Backfill adjacent to the existing foundation walls, and within any existing utility trenches, must be evaluated by a representative of the soil engineer to determine its suitability to support new fill, floor slabs, and footings. Some removal of loose or unsuitable soils may be necessary. New construction must be performed in a manner that will prevent the undermining of existing footings, pavements, sidewalks or other structures, which must be properly protected to prevent instability and damage. Existing utilities or portions of the existing structures that extend into the planned addition area must be completely removed or rerouted, as necessary, and the area properly backfilled.

After stripping the topsoil and cutting high areas of the site to the planned finished grades, and prior to the placement of new fill which will be placed to raise grades, the subgrade must be thoroughly proofrolled to detect unstable, yielding soils. This should consist of overlapping passes in a perpendicular grid pattern, with a fully-loaded tandem-axle dump truck, or other equipment of similar size and weight suitable for the surface conditions. Proofrolling should be performed in consultation with the geotechnical engineer at the time of construction. Some difficulty with subgrade preparation may be experienced, especially in wet or cold weather, or

during thawing conditions. Additionally, instability can become more severe in silty and clayey materials, which are considered to be moderately to highly moisture sensitive. It is generally recommended that earthwork be carried out during relatively warm, dry weather. Any soft, wet, or otherwise unstable zones which cannot be improved by scarification and aeration, must be removed and replaced with compacted structural fill, such as clean crushed stone, possibly in conjunction with the use of a geotextile fabric. Lime, lime kiln dust, fly ash, or Portland cement modification are additional remedial measures which can be considered for clayey and some silty soils. However, this must only be performed at the direction and under the supervision of the geotechnical engineer. A proper mix design must be performed prior to the performance of any modification. Substantial construction delays and difficulty with subgrade stabilization may be experienced during periods of wet and/or cool weather. Consideration should be given to installing construction roads to reduce disturbance to the sensitive subgrade soils.

Every effort must be made to keep excavations dry. If construction proceeds during wet weather, some additional over-excavation may be necessary. If weather permits, the soil could be dried and recompacted. A crushed stone working mat, possibly in conjunction with a geotextile fabric may also be feasible to help stabilize subgrades. Site grading runoff should be directed to catch basins, so that the potential for the softening of the foundation and pavement subgrade soils is reduced.

Where site grades are raised in excess of 2 feet, the first lift of new fill must be placed so as to extend a minimum lateral distance of 5 feet beyond the planned top building pad dimension (for fills less than 5 feet in thickness), or for a distance equal to at least 1 foot laterally beyond the top pad dimension for every foot of fill thickness (for fills greater than 5 feet in depth). Subsequent lifts can then be placed on an approximate 1H:1V slope back up to the planned top perimeter dimension of the pad. Similarly, where undercutting of unsuitable soils is performed beneath foundations, floor slabs, or other structural areas, it is recommended that the removal extend laterally beyond the perimeter of the structure at least 1 foot for every foot of removal below the planned bearing depth. Proper moisture control is essential to reduce the amount of compactive effort necessary to achieve the desired densities. In addition, proper placement and compaction of new fill to raise grades is essential for proper foundation support.

When a firm and stable subgrade is established, low areas may be raised to planned grades with properly compacted structural fill. Any new fill should be a clean granular soil, such as those materials meeting the gradations outlined in Section 209 or 305 of the State of Wisconsin Standard Specification for Highway and Structure Construction. If fine-grained soils, such as those with high silt or clay content are used, they should generally be placed over large open areas, where conditions are more favorable for the proper placement and compaction of such materials. It must be recognized that high silt or clay content materials are difficult to compact when placed at moisture contents beyond a few percent of the optimum moisture content. In addition, the near surface soils across the site are considered moisture sensitive; therefore, some difficulty with subgrade preparation should be expected, especially if they become wet during construction. Fill must be placed in layers of not more than nine (9) inches in thickness, at moisture contents at or near optimum, and be compacted to a minimum

density of 95 percent of the maximum dry density as determined by ASTM designation D-698. If the existing clay soils are re-used as structural fill, they should generally be placed over large open areas, where conditions are more favorable for the proper placement and compaction of such materials. In addition, these soils may require extensive moisture conditioning. Silt, clay, and wet granular soils are not suitable for reuse as compacted fill in trenches, or adjacent to foundation stem walls or retaining walls.

Proper moisture control is essential to reduce the amount of compactive effort necessary to achieve the desired densities. This is especially true of clayey soils, where scarification and aeration may be required to achieve near - optimum moisture levels prior to compaction. A sheepsfoot roller is generally required for compaction of clayey soils, whereas a vibratory smooth drum roller is preferred for granular material. Small hand-operated compactors should be used in confined areas; granular fills are generally more readily compacted to the required densities in such applications.

It is recommended that well-graded granular soils be utilized as backfill in new utility trenches and along side below grade walls to reduce the potential for consolidation and settlement of the fill. The importation of suitable granular fill soils may be required. All fill soils must be placed and compacted under engineering controlled conditions, to provide suitable support for overlying structures and roadways. Additional guidance can be provided at the time of construction in the selection process for grade-raising fill and trench backfill.

The selection of fill materials for various applications should be done in consultation with the soils engineer. Similarly, the evaluation of the subgrade and placement and compaction of fill for structural applications should be monitored and tested by a qualified representative of the soils engineer.

Foundation System Evaluation

The proposed structure may be supported by a conventional spread foundation system, bearing on suitable naturally occurring soils or within structural fill, prepared as discussed in a previous section. Considering the planned finished floor slab elevation (EL. 1252.1), interior and exterior footings will bear at about EL. 1250.6 and EL. 1248.1, respectively. Based upon the borings located in the planned building (B-1 through B-6), it is estimated that foundations will generally bear upon new structural fill used to raise grades, and natural medium stiff to stiff clay soils. Conventional spread footings bearing upon suitable natural soils, or upon compacted structural fill or lean concrete mix, may be designed to exert a net allowable soil pressure of 2,000 psf. However, some removal and replacement of lower strength or otherwise unsuitable soils may be necessary.

Where new foundations are planned adjacent to existing foundations, or to each other, the effects of overlapping soil stresses must be considered. The net allowable soil bearing pressure recommended above must not be exceeded. It should be noted that backfill materials may be encountered within existing utility trenches and adjacent to existing foundation walls. Over-excavation of unsuitable trench backfill and replacement with structural fill may be

necessary for proper foundation support. All foundations must bear upon suitable natural soils or properly placed and compacted structural fill.

The suitability of the existing soils for support of the proposed foundation must be determined by testing by a qualified geotechnical engineer during construction, utilizing static cone penetrometer tests or dynamic cone penetrometer tests for cohesive and granular soils, respectively. Soft, loose or otherwise unsuitable soils may be encountered in the foundation excavation at the bearing elevations. If encountered, these soils must be densified in-place, or be removed throughout a zone extending one foot laterally for each two feet removed below the foundation, on either side of the planned footing. The over-excavated area must be backfilled with structural compacted fill. As an alternate, the excavation could extend 4 inches beyond the plan footing width to suitable bearing soil and then backfilled with lean (500 to 1,000 psi) concrete mix to planned footing grade to reduce lateral over-excavation.

All perimeter footings must be placed at a depth of at least four (4) feet (or deeper if required by local code or in accordance with customary practice) below the finished exterior grade for frost protection. All footings must be protected from the effects of frost if construction is carried out during winter months. Interior footings not subject to frost action may be placed at a shallower depth of at least eighteen (18) inches below the floor slab, provided they bear on suitable natural soils or engineered fills.

It is recommended that the footings supporting individual columns have a minimum dimension of 24 inches, and continuous footings have a minimum width of 18 inches, even if the maximum recommended allowable bearing pressure is not fully utilized. In order to minimize the effects of any slight differential movement that may occur due to variations in the character of the supporting soils and any variations in seasonal moisture contents, it is recommended that all foundations be suitably reinforced to make them as rigid as needed.

In general, the performance of the foundation system on this site is dependent on the various factors discussed herein. The excavation, preparation, and concreting of foundations should be monitored and tested by a representative of the soils engineer.

Floor Slab Subgrade Recommendations

Prior to constructing the floor slabs or pavements, and prior to the placement of any fill used to raise grades, the exposed subgrade must be prepared utilizing the proofrolling procedures described previously. It is recommended that the proofrolling be monitored by a representative of the geotechnical engineer to verify that a firm, suitable subgrade is present prior to placement of new fills, or to construction of floor slabs. In areas that exhibit soft, yielding or unstable soil conditions, the following remedial measures are recommended to provide a stable subgrade.

Localized wet, soft or unstable areas can be undercut to such depths determined necessary in the field to reach stable material, and the area backfilled with imported crushed stone, such as the 1¼-inch gradation specified in Section 301/305 of the WisDOT Standard Specifications, placed and compacted as recommended in the Site Preparation section of this report. If

relatively thick zones or areas of extensive yielding are observed, and they cannot be stabilized by normal discing, aeration and recompaction procedures, undercutting and replacement with crushed stone and geotextile fabric (if needed) may also be required in these areas.

The floor slab may be designed utilizing an estimated modulus of subgrade reaction of 125 pci based on the presence of a suitable and stable subgrade, prepared as discussed in this report. However, this is based on common range values obtained from 1 ft. x 1 ft. plate load tests on specific soil types. Depending on how the slab load is applied, the value may need to be modified for larger areas using the following:

$$\begin{aligned} \text{Modulus of Subgrade Reaction} \quad k_s &= \left(\frac{k}{B} \right) \text{ for cohesive soil} \\ k_s &= k \left(\frac{B+1}{2B} \right)^2 \text{ for cohesionless soil} \end{aligned}$$

where: k_s = coefficient of vertical subgrade reaction for loaded area
 k = coefficient of vertical subgrade reaction for a 1x1 foot square area
 B = width of area loaded, in feet

The final design and detailing should be performed by a qualified structural engineer based on the intended slab use, loading conditions and anticipated subgrade conditions.

A granular mat, which can be designed as a drainage layer, should be provided below the floor slab. This must be a minimum of six (6) inches in thickness and properly compacted. In moisture sensitive areas, a vapor retarder may be placed beneath the floor slab or base course, however, it is recommended that the architect be consulted in this regard. The proper use of a vapor retarder may not completely prevent moisture beneath or on top of slabs. If the base course contains sharp particles, a cushion layer of sand approximately 2 inches in thickness may be required to provide protection from puncture.

The floor slabs must be suitably reinforced to make them as rigid as necessary and proper joints provided at the junction of slabs and the foundation system so that a small amount of independent movement can occur without causing damage. Large floor areas must be provided with joints at frequent intervals (maximum spacing of 30 times the slab thickness, per ACI) to compensate for concrete volume changes (shrinkage). Where the slabs will be supporting live loads, such as from moving vehicles or forklifts, joints must be keyed or dowelled to permit proper load transfer. It is recommended that appropriate construction methods and curing procedures be used to minimize shrinkage and curling of the floor slabs.

Exterior/Unheated Area Slabs

Entry slabs, sidewalks, aprons, and other slabs in at least some exterior or unheated areas may bear upon clayey soils. Such materials are moderately to highly frost susceptible and somewhat poorly drained. Slabs placed directly upon such soils are subject to heaving and subsequent settlement due to freeze/thaw cycles. This can result in cracking, misalignment, and other related effects (especially at joints). It is recommended that consideration be given

to limited undercutting of the frost susceptible materials to a depth of 1 to 2 feet below the slab, and replacement with well graded, properly placed and compacted granular soils. A properly designed underdrain system connected to the municipal sewer (if permissible) or directed to on-site stormwater management areas should also be incorporated to reduce the potential effects of freeze/thaw cycles.

Utility Construction

In general, the on-site, non-organic soils can be used for support of utility lines. However, some undercutting soft, loose or otherwise unsuitable soils, in conjunction with the placement of crushed stone or other suitable granular backfill, may be necessary to establish a stable working mat and/or bearing subgrade on at least an isolated basis. The use of shoring, bracing, or trench boxes will be required. Difficulty with the stability of utility trenches will likely be experienced, especially in the presence of water. Utility construction should be performed in accordance with "The Standard Specifications for Sewer and Water Line Construction for the State of Wisconsin."

It is recommended that well graded granular soils, such as those specified in Tables 37 and 39 of "The Standard Specifications for Sewer and Water Line Construction for the State of Wisconsin", be utilized as backfill in utility trenches to reduce the potential for consolidation and settlement of the backfill. All fill soils must be properly placed and compacted under engineering controlled conditions to provide suitable support for overlaying structures and roadways. Silty and clayey soils, organic materials and wet granular soils are not recommended for use as backfill within utility trenches due to the substantial difficulty of obtaining proper compaction in confined areas. The importation of suitable granular fill soils may be required.

As with all excavation work, all open cut trenches must be properly shored and braced as required by applicable federal and state OSHA codes, and as necessary to protect life and property.

CONSTRUCTION CONSIDERATIONS

Groundwater Control

Because no groundwater was encountered in the borings, no major groundwater related difficulties during excavation and construction of the proposed foundation system or typical shallow depth utilities are anticipated. A gravity drainage system and filtered sump pumps, or other conventional dewatering procedures, may be adequate to control small volumes of perched water if encountered during shallow excavations. However, for deeper excavations, or for substantial perched zones, prolonged dewatering with a series of sumps or well points and high capacity sump pumps, or other more comprehensive means may be necessary to facilitate construction.

Since the foundation materials are subject to softening when exposed to free moisture, every effort should be made to keep excavations dry. Discharge water from roof drains should be directed away from the building, and the site grading direct runoff to catch basins, so that the potential for the softening of the foundation subgrade soils is reduced.

While no groundwater was encountered at the time the borings were drilled, seasonal variations in precipitation, site drainage conditions, soil permeability, and other factors can cause groundwater to be present in the upper soils at varying times of the year, including during construction.

Excavations and Site Drainage

Sloping, shoring or bracing of the excavation sidewalls will be necessary to facilitate construction and to protect life and property. Sloughing and caving, and subgrade instability may be experienced within unprotected excavations. The degree of excavation instability problems is dependent upon the depth and length of time that excavations remain open, excavation bank slopes, water levels and the effectiveness of any dewatering systems.

All excavations must be performed with caution and utilize methods which will prevent undermining or destabilization of slopes, buildings, utilities, pavements, sidewalks or other structures. The use of a properly designed shoring and bracing, sheet piling, or underpinning system must be utilized as necessary to adequately protect buildings, utilities, pavements, and other structures. This must be performed by an experienced specialty contractor. Additionally, extreme care must be used during the installation of any bracing system, especially those using driven or vibratory methods, in order to avoid damaging existing buildings, utilities, and other structures. Consideration should be given to the performance of video and/or photographic documentation of the condition of nearby buildings, utilities, and other structures prior to installation.

Auger refusal on possible cobbles, boulders, or bedrock was encountered at depths ranging from about 3 to 18 feet (EL. 1228.5 to EL. 1243.1) below existing grade at each of the borings; and extremely dense granular soils were present at varying depths in the borings. Based upon the planned floor slab elevation (EL. 1252.1), it is generally estimated that foundation and utility excavations will remain above the extremely dense soils and the refusal depths in most areas. However, it is recommended that additional subsurface exploration with backhoe test pits be performed in at least the area of B-6 as part of design and construction planning to further evaluate refusal depths, and the type and excavatability of the materials.

Since the subgrade soils are generally sensitive to moisture, every effort should be made to provide adequate drainage across the site during construction, and to prevent ponding of runoff on the subgrade. These soils are also subject to erosion caused by runoff, and erosion control measures should be implemented where needed or required by local ordinances. Some difficulty digging may be experienced with increasing depth in some areas due to the presence of dense granular soils.

It is mandated that excavations, whether they be for utility trenches, basement excavations or footing excavations, be constructed in accordance with current Occupational Safety and Health Administration (OSHA) guidelines to protect workers and others during construction. PSI recommends that these regulations be strictly enforced; otherwise, workers could be in danger and the owner(s) and the contractor(s) could be liable for substantial penalties. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person", as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. PSI is providing this information solely as a service to our client. PSI does not assume responsibility for construction site safety or the contractor's or other parties' compliance with local, state, and federal safety or other regulations.

Seismic Design Considerations

The soils encountered in the borings are considered to meet the criteria for Site Class D in accordance with 1613.2.5.2 of the International Building Code-2018 (which directs to the simplified design procedure outlined in ASCE 7 – Minimum Design Loads and Associated Criteria for Buildings and Other Structures).

GENERAL COMMENTS

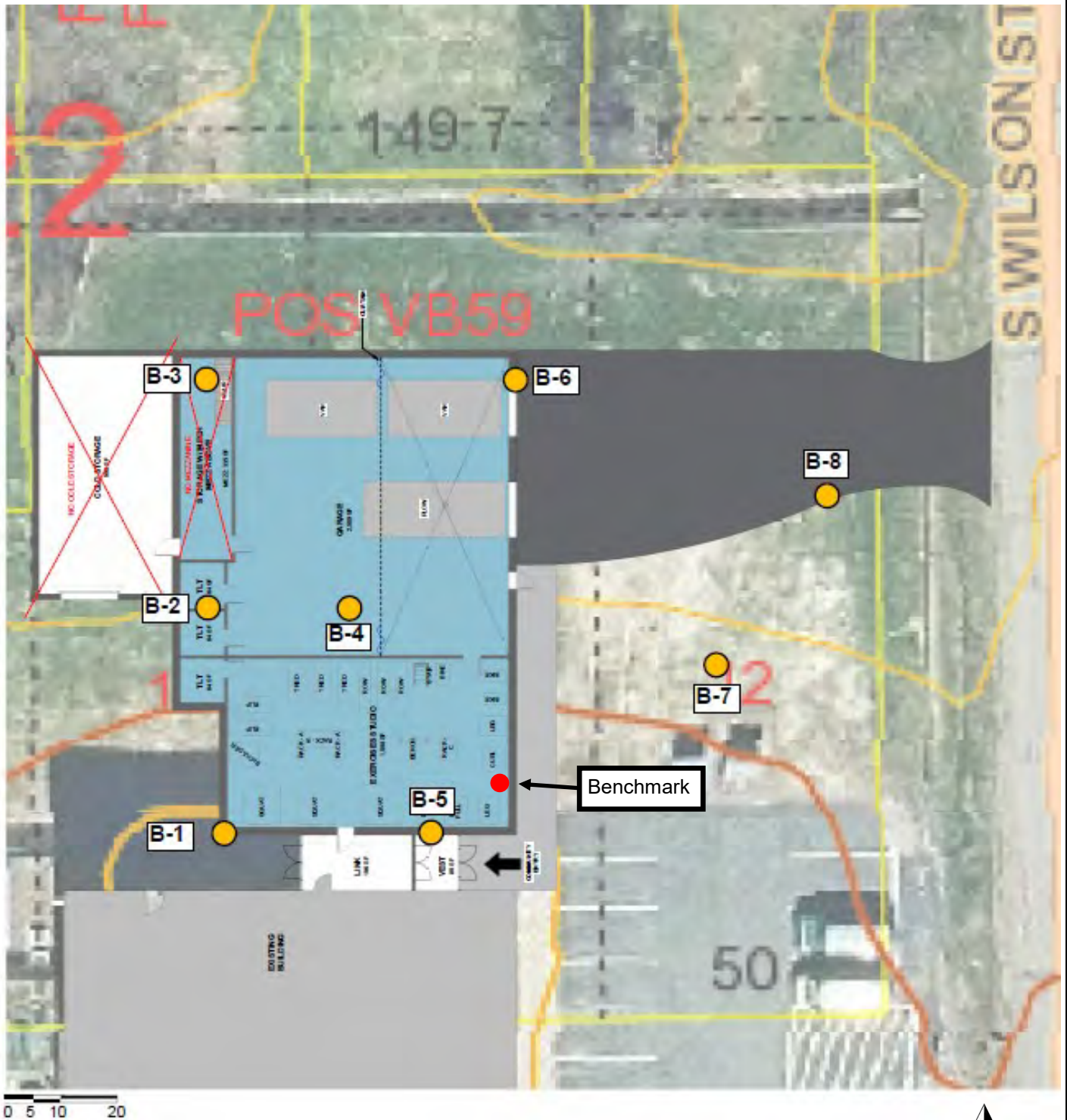
This geotechnical exploration and foundation analysis has been prepared to aid in the evaluation of the foundation conditions on this site. The recommendations presented herein are based on the available soil information and the design information provided. Any changes in the design information or building locations should be brought to the attention of the soils engineer to determine if modifications in the recommendations are required. The final design plans and specifications should also be reviewed by the soils engineer to determine that the recommendations presented herein have been interpreted and implemented as intended.

This geotechnical study has been conducted in a manner consistent with that level of care ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. The findings, recommendations and opinions contained herein have been promulgated in accordance with generally accepted practice in the fields of foundation engineering, soils mechanics, and engineering geology. No other representations, expressed or implied, and no warranty or guarantee is included or intended in this report.

It is recommended that the earthwork and foundation operations be monitored by the soils engineer, to test and evaluate the bearing capacities, and the selection, placement and compaction of controlled fills.

APPENDIX

Appendix (in order of appearance)
Figure 1 – Boring Location Diagram
Soil Boring Logs
General Notes





SOIL BORING LOG: B - 1

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 29, 2024

DEPTH/EL. (feet)		VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1251.5		SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1	1250.5	0 - 9" Dark brown sandy lean CLAY, with silt, trace gravel and root hairs, moist (TOPSOIL)		1-SS	47			13	
	2	1249.5	Brown lean CLAY, with sand and silt, trace gravel, moist						
3		1248.5			2-SS	22	2.0	14	
	4	1247.5							
5		1246.5	Brown to dark brown sandy lean CLAY, trace gravel and cobbles, damp		3-SS	7	1.0	18	
	6	1245.5							
7		1244.5			4-SS	8	1.5	19	
	8	1243.5							
9		1242.5	Brown lean CLAY, trace silt, sand and gravel, damp						
	10	1241.5							
11		1240.5	Brown clayey SAND, with silt, trace gravel and cobbles, moist		5-SS	26		14	
	12	1239.5							
13		1238.5							
	14	1237.5							
15		1236.5			6-SS	95		4	
	16	1235.5	Red and brown SAND and GRAVEL, trace to with cobbles, trace silt, damp						
17		1234.5							
	18	1233.5							
19		1232.5			7-SS	36		3	
	20	1231.5	AUGER REFUSAL @ 19.5± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK						
FIELD OBSERVATIONS:				ADDITIONAL COMMENTS:					
Water Level during drilling: Not Encountered				↓					
Water Level upon completion: Not Present				↓					
Caved at upon completion: 11± feet below ground surface (EL. 1240.5±)				↓					
Water Level delayed: N/A									
Caved at delayed: N/A									

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 2

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 28, 2024

DEPTH/EL. (feet)	VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1247.2	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1 1246.2	0 - 9" Dark brown sandy lean CLAY, with silt, trace gravel and root hairs, moist (TOPSOIL)	1-SS	5			27	
2 1245.2	Dark brown lean CLAY, with silt, trace sand, damp	2-SS	5	1.0		29	
3 1244.2							
4 1243.2	Dark gray lean CLAY, with silt, trace sand, wet						
5 1242.2							
6 1241.2	Brown lean CLAY, with sand, trace silt and gravel, damp	3-SS	12	1.75		16	
7 1240.2							
8 1239.2		4-SS	68/11"			4	
9 1238.2							
10 1237.2	Red and brown SAND and GRAVEL, trace to with cobbles, trace silt, damp	5-SS	50/3"			3	
11 1236.2							
12 1235.2							
13 1234.2	AUGER REFUSAL @ 13± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK	6-SS	50/0.5"			—	
14 1233.2							
15 1232.2							
16 1231.2							
17 1230.2							
18 1229.2							
19 1228.2							
20 1227.2							
FIELD OBSERVATIONS: Water Level during drilling: Not Encountered Water Level upon completion: Not Present Caved at upon completion: 10± feet below ground surface (EL 1237.2±) Water Level delayed: N/A Caved at delayed: N/A		ADDITIONAL COMMENTS:					

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 3

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 28, 2024

DEPTH/EL. (feet)		VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1246.5		SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1	1245.5	0 - 9" Dark brown lean CLAY, with sand and silt, trace gravel and root hairs, moist (TOPSOIL)		1-SS	6			23	
2	1244.5	Dark brown lean CLAY, with silt, trace sand and gravel, very moist							
3	1243.5	Brown lean CLAY, with silt and sand, trace gravel, moist		2-SS	8	2.25		17	
4	1242.5								
5	1241.5	Brown SAND and GRAVEL, trace to with cobbles, trace silt, damp		3-SS	47			8	
6	1240.5								
7	1239.5								
8	1238.5			4-SS	61			6	
9	1237.5								
10	1236.5	AUGER REFUSAL @ 11± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK							
	5-SS			50/3"			--		
11	1235.5								
12	1234.5	AUGER REFUSAL @ 11± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK							
13	1233.5								
14	1232.5								
15	1231.5								
16	1230.5								
17	1229.5								
18	1228.5								
19	1227.5								
20	1226.5								
FIELD OBSERVATIONS:				ADDITIONAL COMMENTS:					
Water Level during drilling: Not Encountered									
Water Level upon completion: Not Present									
Caved at upon completion: 8± feet below ground surface (EL 1238.5±)									
Water Level delayed: N/A									
Caved at delayed: N/A									

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 4

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 28, 2024

DEPTH/EL. (feet)	VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1247.2	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1 1246.2	0 - 8" Dark brown lean CLAY, with silt and sand, trace root hairs, moist (TOPSOIL)	1-SS	7			16	
2 1245.2	Brown silty lean CLAY, trace sand and gravel, damp						
3 1244.2		2-SS	9	1.0		24	
4 1243.2	Brown lean CLAY, with silt, trace sand, very moist						
5 1242.2							
6 1241.2	Brown silty lean CLAY, trace sand and gravel, moist	3-SS	18	1.5		18	
7 1240.2							
8 1239.2		4-SS	54			6	
9 1238.2							
10 1237.2							
11 1236.2		5-SS	71			8	
12 1235.2							
13 1234.2	Brown, red, and black SAND and GRAVEL, trace to with cobbles, trace silt, damp to moist						
14 1233.2							
15 1232.2							
16 1231.2		6-SS	72			9	
17 1230.2							
18 1229.2	AUGER REFUSAL @ 17.5± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK	7-SS	50/0"			--	
19 1228.2							
20 1227.2							
FIELD OBSERVATIONS: Water Level during drilling: Not Encountered Water Level upon completion: Not Present Caved at upon completion: 9± feet below ground surface (EL 1238.2±) Water Level delayed: N/A Caved at delayed: N/A		ADDITIONAL COMMENTS:					

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 5

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: March 15, 2024

DEPTH/EL. (feet)		VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1251.5	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1	1250.5	0 - 10" Dark brown sandy lean CLAY, with silt, trace gravel and root hairs, moist (TOPSOIL)	1-SS	--	1.0		13	
2	1249.5	Brown sandy lean CLAY, trace gravel and silt, moist						
3	1248.5		2-SS	11	1.25		16	
4	1247.5							
5	1246.5	Dark grayish brown and brown lean CLAY, with sand and cobbles, trace gravel, moist	3-SS	21	2.0		14	
6	1245.5							
7	1244.5							
8	1243.5	4-SS	2			13		
9	1242.5							
10	1241.5	5-SS	31			16		
11	1240.5							
12	1239.5	Dark brown sandy lean CLAY, trace gravel, moist to very moist						
13	1238.5							
14	1237.5							
15	1236.5	6-SS	50/1"			--		
16	1235.5							
17	1234.5	AUGER REFUSAL @ 15.1± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK						
18	1233.5							
19	1232.5							
20	1231.5							

FIELD OBSERVATIONS:		ADDITIONAL COMMENTS:
Water Level during drilling:	Not Encountered	
Water Level upon completion:	Not Present	
Caved at upon completion:	14± feet below ground surface (EL 1237.5±)	
Water Level delayed:	N/A	
Caved at delayed:	N/A	

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 6

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 28, 2024

DEPTH/EL. (feet)		VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1246.1	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1	1245.1	0 - 8" Dark brown lean CLAY, with silt and sand, trace root hairs, very moist (TOPSOIL)	1-SS	7	2.25		19	
2	1244.1	Brown silty lean CLAY, trace sand, damp						
3	1243.1		2-SS	80/11"			7	
4	1242.1	Red and brown SAND and GRAVEL, with cobbles, trace silt, moist						
5	1241.1	*AUGER REFUSAL @ 4± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK						
6	1240.1							
7	1239.1							
8	1238.1							
9	1237.1							
10	1236.1							
11	1235.1							
12	1234.1							
13	1233.1							
14	1232.1							
15	1231.1							
16	1230.1							
17	1229.1							
18	1228.1							
19	1227.1							
20	1226.1							
FIELD OBSERVATIONS: Water Level during drilling: Not Encountered Water Level upon completion: Not Present Caved at upon completion: 4± feet below ground surface (EL 1242.1±) Water Level delayed: N/A Caved at delayed: N/A				ADDITIONAL COMMENTS: * Auger refusal was initially encountered at a depth of about 4 feet. The boring was offset 5 feet south, and auger refusal was encountered at a depth of about 3 feet.				

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 7

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 26, 2024

DEPTH/EL. (feet)	VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1247.6	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1 1246.6	0 - 12" Dark brown sandy lean CLAY, with silt, trace root hairs, moist	1-SS	9	--		5	
	Brown silty SAND, trace clay and gravel, moist						
2 1245.6	Brown lean CLAY, with silt, trace sand and gravel, moist	2-SS	23			16	
3 1244.6							
4 1243.6							
5 1242.6		3-SS	50/2"			--	
6 1241.6							
7 1240.6							
8 1239.6		4-SS	40			6	
9 1238.6							
10 1237.6	Red and brown SAND and GRAVEL, with silt, trace to with cobbles, moist						
11 1236.6		5-SS	43			8	
12 1235.6							
13 1234.6							
14 1233.6		6-SS	78/10"			5	
15 1232.6							
16 1231.6							
17 1230.6	AUGER REFUSAL @ 17± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK	7-SS	50/0.5"			--	
18 1229.6							
19 1228.6							
20 1227.6							
FIELD OBSERVATIONS: Water Level during drilling: Not Encountered Water Level upon completion: Not Present Caved at upon completion: 14± feet below ground surface (EL 1233.6±) Water Level delayed: N/A Caved at delayed: N/A		ADDITIONAL COMMENTS:					

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



SOIL BORING LOG: B - 8

Project: Proposed Community Safe Room Building

Project No.: 00952177

Location: Birchwood, Wisconsin

Drill Date: February 28, 2024

DEPTH/EL. (feet)		VISUAL SOIL CLASSIFICATION GROUND SURFACE ELEVATION: 1246.5	SAMPLE NO.	N (bpf)	Qp (tsf)	Qu (tsf)	MC (%)	REMARKS
1	1245.5	0 - 5" Dark brown sandy lean CLAY, with silt, trace root hairs, very moist (TOPSOIL)	1-SS	9	--		18	1
2	1244.5	Dark brown sandy lean CLAY, with silt, trace gravel, moist						
3	1243.5		2-SS	7	1.25		21	
4	1242.5	Brown lean CLAY, with silt, trace sand and gravel, moist						
5	1241.5							
6	1240.5		3-SS	50/2"			10	
7	1239.5							
8	1238.5		4-SS	35			9	
9	1237.5							
10	1236.5							
11	1235.5	Brown to dark brown SAND and GRAVEL, with silt, trace to with cobbles, moist	5-SS	50/5.5"			12	
12	1234.5							
13	1233.5							
14	1232.5							
15	1231.5							
16	1230.5		6-SS	42			7	
17	1229.5							
18	1228.5	AUGER REFUSAL @ 18± FEET DUE TO POSSIBLE COBBLES, BOULDERS, OR BEDROCK	7-SS	50/0"			--	
19	1227.5							
20	1226.5							
FIELD OBSERVATIONS:			ADDITIONAL COMMENTS:					
Water Level during drilling: Not Encountered								
Water Level upon completion: Not Present								
Caved at upon completion: 8± feet below ground surface (EL 1238.5±)								
Water Level delayed: N/A								
Caved at delayed: N/A								

Note: Lines of stratification represent an **approximate** boundary between soil types. Variations may occur between sampling intervals and/or boring locations. Transitions may also be gradual.



GENERAL NOTES

SAMPLE IDENTIFICATION

The Unified Soil Classification System (USCS), AASHTO 1988 and ASTM designations D2487 and D-2488 are used to identify the encountered materials unless otherwise noted. Coarse-grained soils are defined as having more than 50% of their dry weight retained on a #200 sieve (0.075mm); they are described as: boulders, cobbles, gravel or sand. Fine-grained soils have less than 50% of their dry weight retained on a #200 sieve; they are defined as silts or clay depending on their Atterberg Limit attributes. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size.

DRILLING AND SAMPLING SYMBOLS

SFA: Solid Flight Auger - typically 4" diameter flights, except where noted.	☒ SS: Split-Spoon - 1 3/8" I.D., 2" O.D., except where noted.
HSA: Hollow Stem Auger - typically 3 1/4" or 4 1/4" I.D. openings, except where noted.	■ ST: Shelby Tube - 3" O.D., except where noted.
M.R.: Mud Rotary - Uses a rotary head with Bentonite or Polymer Slurry	▮ RC: Rock Core
R.C.: Diamond Bit Core Sampler	⬇ TC: Texas Cone
H.A.: Hand Auger	✋ BS: Bulk Sample
P.A.: Power Auger - Handheld motorized auger	☑ PM: Pressuremeter
	CPT-U: Cone Penetrometer Testing with Pore-Pressure Readings

SOIL PROPERTY SYMBOLS

N: Standard "N" penetration: Blows per foot of a 140 pound hammer falling 30 inches on a 2-inch O.D. Split-Spoon.
N ₆₀ : A "N" penetration value corrected to an equivalent 60% hammer energy transfer efficiency (ETR)
Q _u : Unconfined compressive strength, TSF
Q _p : Pocket penetrometer value, unconfined compressive strength, TSF
w%: Moisture/water content, %
LL: Liquid Limit, %
PL: Plastic Limit, %
PI: Plasticity Index = (LL-PL), %
DD: Dry unit weight, pcf
▼, ▽, ▾ Apparent groundwater level at time noted

RELATIVE DENSITY OF COARSE-GRAINED SOILS ANGULARITY OF COARSE-GRAINED PARTICLES

<u>Relative Density</u>	<u>N - Blows/foot</u>	<u>Description</u>	<u>Criteria</u>
Very Loose	0 - 4	Angular:	Particles have sharp edges and relatively plane sides with unpolished surfaces
Loose	4 - 10	Subangular:	Particles are similar to angular description, but have rounded edges
Medium Dense	10 - 30	Subrounded:	Particles have nearly plane sides, but have well-rounded corners and edges
Dense	30 - 50	Rounded:	Particles have smoothly curved sides and no edges
Very Dense	50 - 80		
Extremely Dense	80+		

GRAIN-SIZE TERMINOLOGY

<u>Component</u>	<u>Size Range</u>
Boulders:	Over 300 mm (>12 in.)
Cobbles:	75 mm to 300 mm (3 in. to 12 in.)
Coarse-Grained Gravel:	19 mm to 75 mm (3/4 in. to 3 in.)
Fine-Grained Gravel:	4.75 mm to 19 mm (No.4 to 3/4 in.)
Coarse-Grained Sand:	2 mm to 4.75 mm (No.10 to No.4)
Medium-Grained Sand:	0.42 mm to 2 mm (No.40 to No.10)
Fine-Grained Sand:	0.075 mm to 0.42 mm (No. 200 to No.40)
Silt:	0.005 mm to 0.075 mm
Clay:	<0.005 mm

PARTICLE SHAPE

<u>Description</u>	<u>Criteria</u>
Flat:	Particles with width/thickness ratio > 3
Elongated:	Particles with length/width ratio > 3
Flat & Elongated:	Particles meet criteria for both flat and elongated

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term</u>	<u>% Dry Weight</u>
Trace:	< 5%
With:	5% to 12%
Modifier:	>12%



GENERAL NOTES

(Continued)

CONSISTENCY OF FINE-GRAINED SOILS

<u>Q_u - TSF</u>	<u>N - Blows/foot</u>	<u>Consistency</u>
0 - 0.25	0 - 2	Very Soft
0.25 - 0.50	2 - 4	Soft
0.50 - 1.00	4 - 8	Firm (Medium Stiff)
1.00 - 2.00	8 - 15	Stiff
2.00 - 4.00	15 - 30	Very Stiff
4.00 - 8.00	30 - 50	Hard
8.00+	50+	Very Hard

MOISTURE CONDITION DESCRIPTION

<u>Description</u>	<u>Criteria</u>
Dry:	Absence of moisture, dusty, dry to the touch
Moist:	Damp but no visible water
Wet:	Visible free water, usually soil is below water table

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term</u>	<u>% Dry Weight</u>
Trace:	< 15%
With:	15% to 30%
Modifier:	>30%

STRUCTURE DESCRIPTION

<u>Description</u>	<u>Criteria</u>	<u>Description</u>	<u>Criteria</u>
Stratified:	Alternating layers of varying material or color with layers at least ¼-inch (6 mm) thick	Blocky:	Cohesive soil that can be broken down into small angular lumps which resist further breakdown
Laminated:	Alternating layers of varying material or color with layers less than ¼-inch (6 mm) thick	Lensed:	Inclusion of small pockets of different soils
Fissured:	Breaks along definite planes of fracture with little resistance to fracturing	Layer:	Inclusion greater than 3 inches thick (75 mm)
Slickensided:	Fracture planes appear polished or glossy, sometimes striated	Seam:	Inclusion 1/8-inch to 3 inches (3 to 75 mm) thick extending through the sample
		Parting:	Inclusion less than 1/8-inch (3 mm) thick

SCALE OF RELATIVE ROCK HARDNESS

<u>Q_u - TSF</u>	<u>Consistency</u>
2.5 - 10	Extremely Soft
10 - 50	Very Soft
50 - 250	Soft
250 - 525	Medium Hard
525 - 1,050	Moderately Hard
1,050 - 2,600	Hard
>2,600	Very Hard

ROCK BEDDING THICKNESSES

<u>Description</u>	<u>Criteria</u>
Very Thick Bedded	Greater than 3-foot (>1.0 m)
Thick Bedded	1-foot to 3-foot (0.3 m to 1.0 m)
Medium Bedded	4-inch to 1-foot (0.1 m to 0.3 m)
Thin Bedded	1¼-inch to 4-inch (30 mm to 100 mm)
Very Thin Bedded	½-inch to 1¼-inch (10 mm to 30 mm)
Thickly Laminated	1/8-inch to ½-inch (3 mm to 10 mm)
Thinly Laminated	1/8-inch or less "paper thin" (<3 mm)

ROCK VOIDS

<u>Voids</u>	<u>Void Diameter</u>
Pit	<6 mm (<0.25 in)
Vug	6 mm to 50 mm (0.25 in to 2 in)
Cavity	50 mm to 600 mm (2 in to 24 in)
Cave	>600 mm (>24 in)

GRAIN-SIZED TERMINOLOGY

(Typically Sedimentary Rock)	
<u>Component</u>	<u>Size Range</u>
Very Coarse Grained	>4.76 mm
Coarse Grained	2.0 mm - 4.76 mm
Medium Grained	0.42 mm - 2.0 mm
Fine Grained	0.075 mm - 0.42 mm
Very Fine Grained	<0.075 mm

ROCK QUALITY DESCRIPTION

<u>Rock Mass Description</u>	<u>RQD Value</u>
Excellent	90 -100
Good	75 - 90
Fair	50 - 75
Poor	25 -50
Very Poor	Less than 25

DEGREE OF WEATHERING

Slightly Weathered:	Rock generally fresh, joints stained and discoloration extends into rock up to 25 mm (1 in), open joints may contain clay, core rings under hammer impact.
Weathered:	Rock mass is decomposed 50% or less, significant portions of the rock show discoloration and weathering effects, cores cannot be broken by hand or scraped by knife.
Highly Weathered:	Rock mass is more than 50% decomposed, complete discoloration of rock fabric, core may be extremely broken and gives clunk sound when struck by hammer, may be shaved with a knife.

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**SECTION 00 41 00
BID FORM**

PROJECT: Birchwood School District
Garage Building
Birchwood, WI

BID DEADLINE: Tuesday, October 28, 2025, @ 2:00 p.m. local time

BID TO: Market & Johnson, Inc.
2350 Galloway Street (54703)
P.O. Box 630
Eau Claire, WI 54702-0630
Phone: 715-834-1213
Fax: 715-834-2331
Email: bidding@market-johnson.com

Bidder's Legal
Company Name

(agreements will be made out to name provided)

Business Address

Street Address City State Zip

Mailing Address

P.O. Box City State Zip

Phone Number

() Federal ID Number _____

Contact for Project

Email Address: _____

Authorized Signature

(circle applicable items) Union Non-Union MBE WBE SBE

SEAL IF BID BY A CORPORATION

In strict compliance with the Bidding and Contract Documents entitled Birchwood School District Garage Building and dated September 10, 2025, as prepared by Cedar Corporation, 604 Wilson Ave, Menomonie WI, 54751, the undersigned have become thoroughly familiar with the terms and conditions of the proposed Contract Documents, local conditions affecting the Work, fully inspected the particulars of the site, and propose the following bid:

A separate Bid Form should be used for each Work Category or for each combination of Work Categories being bid.

WORK CATEGORY NUMBER(S) _____

BASE BID: All Work as defined in Work Category Number(s) noted above.

for the sum of _____

_____ Dollars (\$_____).

Company Name: _____ Work Category No(s). _____

Alternate Bid 1: For Radiant tube heaters in lieu of unit heaters in the garage and equipment bay, add/deduct/no change (circle one) to the Base Bid

the sum of _____
_____ Dollars (\$_____).

Unit Price No. U-1. Single duplex receptacle \$_____/Receptable

Unit Price No. U-2. For Exterior wall packs \$_____/Wall pack

Schedule / Lead Times

For materials and equipment furnished under your Work Category(s), indicate component being furnished and expected schedule for these components

List Material / Equipment >>>	MATERIAL / EQUIPMENT (e.g. HM Doors & Frames, OVHD, AHU, boiler, etc.)		
Earliest date when shop drawings can commence			
Fastest duration to complete shop drawings/submittals			
Approval time for submittals	1 – 2 weeks	1 – 2 weeks	1 – 2 weeks
Fabrication duration and delivery to site			
Install durations			

We acknowledge receipt of Addenda _____ through _____ inclusive.

We acknowledge that we agree to the terms of the bid documents. Specifically, we have read and have incorporated the following items within our bid:

- ☐ We have reviewed and agree with requirements outlined in section 00 23 00 Work Categories. Bid is per plans and spec.
- ☐ We have attached bid security
- ☐ The owner of this project is a tax-exempt entity, and applicable taxes are not included within the bid amounts
- ☐ We acknowledge Owner's COVID-19 requirements (Section 00 73 19)
- ☐ We will clean work area daily and protect finished work
- ☐ We will coordinate our work with other trades and suppliers including participating in weekly coordination meetings and pre-installation meetings as determined by Construction Manager

Company Name: _____ Work Category No(s). _____

Performance Bond and Labor and Material Payment Bond

The Bidder ☐ can / ☐ cannot provide Performance and Payment Bond in favor of Birchwood School District and Market & Johnson, **if requested**, in the sum of 100% of the Contract Amount. The premium for any bonds will be paid by the Contractor, separate from the amounts quoted above.

The name of the proposed surety is _____.

To provide Performance and Payment Bonds

Base Bid	Add	\$ _____
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Alternate 1	Add / Deduct	\$ _____
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SECTION 00 43 25
SUBSTITUTION REQUEST

Date Received: _____

Project No. _____

TO: _____

PROJECT: _____

Section	Page	Paragraph	Exact Description
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The undersigned requests consideration of the following:

PROPOSED
SUBSTITUTION: _____

REASON FOR
REQUEST: _____

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

Also included is a list describing all changes to the Contract Documents, which the proposed substitutions will require for installation and a list of itemized cost differences, if applicable.

The undersigned certifies that the following statements, unless noted and shown as modified in attachments, are correct:

1. Does not affect weights, locations, and dimensions indicated in the Contract Documents.
2. Will have no adverse affect on other trades or contractors, the construction schedule, required code compliance or specified warranty requirements.
3. Will have maintenance and service parts locally readily available.
4. Proposed Installed (as applicable): _____

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

The undersigned agrees to pay for required changes to the building design and architectural and engineering fees for revisions, design and detailing and for additional construction costs caused by the requested substitution.

List all attachments: _____

Submitted By: _____
(Authorized Signature – faxed or copied signatures not acceptable)

(Name and Title)

(Firm Name)

(Address)

(Telephone)

(Fax No.)

Submit in Triplicate

RESPONSE:

REVIEWED. REQUEST QUALIFIED AS ACCEPTABLE, based on information submitted and subject to compliance with the Contract Documents. Qualification does not constitute Architect's and Engineer's endorsement of proposed substitution.

REVIEWED. REQUEST DENIED. Review indicates non-compliance with Contract Document requirements.

REVIEWED. RESUBMIT. Information is inadequate for evaluation of Request.

REMARKS _____

Response by: _____
Name and Company Date

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SECTION 00 45 36
EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

1. During performance of the work of the contract, the subcontractor will be required to follow an equal employment opportunity program complying with the current rules, regulations, and relevant orders of the Secretary of Labor.
2. The subcontractor's equal employment opportunity program should be based on the following stipulations, except as otherwise approved in advance by the appropriate governing agency.
 - A. There shall be no discrimination against any employee or applicant for employment because of race, creed, color, sex, age, religion, disability, or national origin. Affirmative action will be taken to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, age, religion, disability, or national origin. Such action shall include, but not be limited to, the following:
 - 1) Employment, upgrading, demotion, or transfer
 - 2) Recruitment or recruitment advertising
 - 3) Layoffs or terminations
 - 4) Rates of pay or other forms of compensation
 - 5) Selection for training, including apprenticeship

Notices shall be posted in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.
 - B. All solicitations or advertisement for employees shall state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, religion, disability, or national origin.
 - C. Subcontractors shall send to each labor union or representative of workers which they have a collective bargaining agreement or other contract of understanding, a notice to be provided advising the labor union or workers' representative of the subcontractor's commitments under the current regulations of the Equal Employment Opportunity Program. The subcontractor shall post copies of the appropriate notices in conspicuous places available to employees and applicants for employment.
 - D. Subcontractors shall furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto as required by Market & Johnson, for purposes of investigation to ascertain compliance with such rules, regulations, and orders. Subcontractors shall furnish, as requested, copies of their certified payrolls indicating ethnic group of each employee.
 - E. In the event of subcontractor's non-compliance with the non-discrimination clauses of their contracts, or with any of such rules, regulations, or orders, their contracts may be cancelled, terminated, or suspended in whole or in part, and they may be declared ineligible for further contracts on governmentally assisted construction work. Other sanctions may be imposed, and remedies invoked as provided by the rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
 - F. The subcontractor shall include the provisions of Paragraphs "A" through "E" in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
3. Other programs in satisfactory use may be substituted in lieu of the basic program delineated above, subject to the approval of all governmental agencies having jurisdiction.

END OF SECTION

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SECTION 00 52 00
SUBCONTRACT AGREEMENT

Subcontract #«SL»

SUBCONTRACT AGREEMENT

SUBCONTRACT AGREEMENT ("Subcontract Agreement") made as of _____, by and between Market & Johnson, Inc., a Wisconsin corporation ("Contractor") and _____ ("Subcontractor").

Contract Amount Subcontract # _____
Retainage
Bill Due: _____ of month, unless instructed otherwise.

Subcontractor hereby agrees to furnish all materials, tools, and equipment, and to perform all work and labor necessary, including shop drawings when required, the testing of materials when required, and the securing of all field measurements necessary or required, for the completion of a portion or subdivision of the work to be performed on the following described Project in accordance with the Prime Contract between Contractor and the Owner and all Plans, Drawings and Specifications including General and Special Conditions and Addenda. This Subcontract Agreement is subject to, and conditioned upon, the "Terms and Conditions of Agreement between Contractor and Subcontractor" dated 08/11/2025 attached hereto and incorporated herein.

PROJECT:

OWNER:

This project will also be referenced by Market & Johnson as Project #

SCOPE OF WORK:

Item	M&J's #	Contract Item	Description	Price

Submittals will be handled electronically unless instructed otherwise.

IF "Y", SUPPLY THESE ADDITIONAL ITEMS:

- Y

Certificate of Insurance
- Y

Pay Application with Supplier/Subcontractor Info
- Y

Lien waivers from suppliers & sub-suppliers
- Certified payroll reports

CONTRACTOR:

SUBCONTRACTOR:

Signature _____

Signature _____

Name/Title _____, Project Manager

Name/Title _____

Market & Johnson, Inc.

Vendor #

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of (a) the Subcontract Agreement; (b) the contract between Contractor and Owner including all other documents referenced therein ("Prime Contract"); (c) the Plans, Specifications, and Drawings; and (d) all Addenda or Modifications issued to the Subcontract Agreement or any of the documents referenced herein all of which form and are a part of the Subcontract Agreement as if fully set forth herein (collectively, the "Contract Documents"). The Subcontract Agreement and these Terms and Conditions represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, including specifically any contrary terms contained in any bid or quote received from Subcontractor prior to the execution of the Subcontract Agreement. Execution of the Subcontract Agreement by Subcontractor expressly constitutes acceptance by Subcontractor to all of the terms and conditions contained herein.

1.2 Subcontractor, shall be furnished an electronic set of the Contract Documents at no charge. If Subcontractor requests a hard copy of the documents, Contractor will provide and may charge Subcontractor for the cost of reproduction of the documents.

ARTICLE 2 PERFORMANCE OF WORK

2.1 Subcontractor shall cooperate with Contractor in scheduling and performing Subcontractor's work to avoid conflict, delay, or interference with the work of Contractor, other subcontractors or other third parties.

2.2 Subcontractor agrees to participate in Weekly Progress Meetings, as necessary, to be held at the job site. Subcontractor is responsible for reviewing all Weekly Progress Meeting Minutes to determine if discussed issues pertain to them and addressing each issue as needed.

2.3 Subcontractor, when required by Contractor, shall promptly submit shop drawings, product data, samples, and other similar submittals with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of Contractor, other subcontractors and other third parties on the Project.

2.4 Subcontractor shall provide Contractor with a schedule of values allocated to the various parts of the work to be performed by Subcontractor, aggregating the amount to be paid under this Subcontract, in such detail and supported by such evidence as Contractor may require. All applications for payment shall be based upon this schedule.

2.5 Subcontractor shall furnish, as required by Contractor, periodic progress reports on the work being performed by Subcontractor including information on the status of materials and equipment which may be in the course of preparation or manufacture.

2.6 Subcontractor agrees that Contractor or Architect shall have the authority to reject all work performed by Subcontractor which does not conform to the Contract Documents. Contractor or Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.7 Subcontractor shall pay for all materials, equipment, and labor used in connection with the performance of Subcontractor's work through the period covered by previous payments received from Contractor and shall furnish satisfactory evidence, as requested by Contractor, to verify compliance with these requirements.

2.8 Subcontractor shall take all necessary precautions to properly protect the work of Contractor, other subcontractors and other third parties from damage caused by the operations of Subcontractor under the Subcontract Agreement.

2.9 Subcontractor shall cooperate with Contractor, other subcontractors, Architect, and Owner in coordinating all work to be performed by Subcontractor under this Agreement. Subcontractor shall promptly report to Contractor any discrepancies, or defects in any work performed by any other party that is unsuitable for the proper execution of Subcontractor's work. Subcontractor's failure to so report shall constitute an acceptance of the other party's work as fit and proper except as to defects which may subsequently become apparent in such work.

2.10 General Project Hoisting (forklift hoisting) will be arranged with Contractor with reasonable advance notice. Contractor will keep track of the labor and equipment required on a Work Order to be signed by Subcontractor's Foreman. Costs will be invoiced periodically directly to Subcontractor for payment. Minimum time per pick is 1/2 hour. Subcontractor agrees that unpaid invoices will be deducted from progress or final payments as warranted.

ARTICLE 3 LABOR HARMONY

3.1 Subcontractor shall furnish labor that can work in harmony with all other elements of labor employed on the Project. Harmony shall include the provision of labor that will not, either directly or indirectly, cause or give rise to any work disruptions, slow downs, picketing, stoppages, or any violence or harm to any person or property while performing any work, or activities incidental thereto at the Project. Subcontractor agrees that it shall require every lower-tier subcontractor to provide labor that will work in harmony with all other elements of labor employed in the work, and will include the provisions contained in this paragraph in every lower-tier subcontract let for work under the Subcontract Agreement. The requirement to provide labor that can work in harmony with all other elements of labor employed on the Project is a material element of the Subcontract Agreement. Failure by Subcontractor or any of its lower-tier subcontractors to comply with this requirement shall be deemed a material breach of the Subcontract Agreement which will subject Subcontractor to all rights and remedies the Owner or Contractor may have, including without limitation the right to terminate the Subcontract Agreement as more particularly described herein. Subcontractor shall be liable for all damages occasioned by a breach of this Article 3.

ARTICLE 4 PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, Subcontractor shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of all work to be performed by Subcontractor.

4.2 Subcontractor shall give all required notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the performance of Subcontractor's work. Subcontractor shall comply with all then-current federal, state, and local tax laws, Social Security Acts, immigration, Unemployment Compensation Acts and Worker's or Workmen's Compensation Acts (or their successor laws) insofar as applicable to the performance of Subcontractor's work.

ARTICLE 5 SAFETY

5.1 Subcontractors shall apply work practices which are considered "in-compliance" with occupational safety and health standards that pertain to Subcontractor's scope of work and area(s) of responsibility. Subcontractors are required to follow all Personal Protective Equipment (PPE) requirements set

forth with this Article 5 and/or as required by facility/site specific policy. Subcontractor is required to attend all on-site safety meetings applicable to the Project.

5.2 Subcontractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to all persons, materials, equipment, or other property on or at the Project whether or not under the custody or control of Subcontractor. Subcontractor shall give all required notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority including, but not limited to OSHA, EPA, MSHA, and DNR, bearing on the safety of persons or property or their protection from damage, injury or loss.

5.3 Subcontractor shall ensure that employees under its supervision follow all Contractor and jobsite safety procedures including, but not limited to, the wearing of hard hats, safety glasses, over-the-shoulder shirts, long pants, work-boots, and hi-visibility shirt, jacket, or vest when mobile equipment is present OR ansi-rated garments where required.

5.4 Subcontractor shall notify Contractor immediately following knowledge of an incident occurring at the project that resulted in injury to a person, property damage, or near-miss occurrence which could have resulted in injury to a person. Failure to so notify Contractor may be deemed by Contractor to be a breach under the Subcontract Agreement.

5.5 Subcontractors shall at minimum adhere to the following electrical safe work practices:

- All appliances shall meet minimum requirements of applicable regulatory standards.
- An inspection conducted by the user of electrical cords for compliant-condition prior to use.
- The use of GFCI protection on all 110/120V appliances used with temporary power, generator, or in damp/wet environments.
- Minimum of inspecting and testing per OSHA 1926.404(b)(1)(iii) (A thru G).

5.6 Disciplinary Action: Failure to follow safe work practices, site and/or facility policies, theft of personal or company property, willful damage of property belonging to another person or entity, fighting, or harassing behavior is considered a material breach of the Subcontract Agreement and will be grounds for disciplinary action, up to and including termination of employment from the jobsite and/or the Subcontract Agreement, and exclusion from future projects with Contractor.

5.7 Respirable Silica Management: Subcontractor is responsible for the control, containment and cleanup of any dust or particulate matter it generates or stirs up which may contain levels of respirable silica at or above the OSHA permissible exposure limit (PEL).

- Containment should be managed at the point of generation through the use of tools/equipment equipped with integral water delivery systems or integral HEPA vacuum systems.
- Where the use of such tools is infeasible/impractical; temporary enclosures must be installed to adequately contain and prevent secondary exposures.
- Housekeeping measures used to clean up silica-containing dust or particulate matter must be completed using HEPA vacuuming or other effective controls. Cleanup should be done immediately following completion of the task.

Should Subcontractor have air-sampling documentation showing a particular task will not generate levels of respirable silica above OSHA PEL's or that control methods other than those previously described will adequately control the exposure; a copy of that documentation must be presented to Contractor's project manager, site supervisor, or safety department prior to commencement of that work and the copy kept on the jobsite for the duration of that work. Such

documentation must be acceptable to Contractor in order to depart from the provisions of this Section 5.7

5.8 Subcontractor acknowledges that the Project is an alcohol-free, illegal drug-free and cannabis-free work zone and will provide a labor force consistent with this requirement. Subcontractor also acknowledges that they are responsible for any drug-testing of their employees as required for the Project and by all applicable laws.

ARTICLE 6 CLEANING UP

6.1 Subcontractor shall, at all times, keep the Project free from accumulation of waste materials or rubbish caused by Subcontractor's work. At the completion of the work, Subcontractor shall remove all Subcontractor's waste materials and rubbish from and about the Project as well as all of Subcontractor's tools, construction equipment, machinery and surplus materials. If Subcontractor fails to clean up, Contractor may do so and the cost thereof shall be charged to Subcontractor, or deducted from remaining progress payments or the final payment to Subcontractor, at Contractor's option.

6.2 Subcontractor agrees to participate in weekly cleanup of the job site at all times that Subcontractor's personnel are on site. The day of the week and time of weekly cleanup will be determined at the Weekly Progress Meetings and will be conducted as agreed. If Subcontractor does not participate, Contractor may complete clean up and charge such costs to Subcontractor, or deduct the same from remaining progress payments or the final payment to Subcontractor, at Contractor's option.

6.3 Contractor will arrange for trash removal and sanitation services on the job site for the duration of the Project. The total cost of these services will be determined prior to release of final payment. To the extent Subcontractor fails to comply with the terms of this Article, Contractor may charge such costs to Subcontractor, or deduct the value of the same from remaining progress payments or the final payment to Subcontractor, at Contractor's option. The value will be determined on a prorated basis according to Subcontractor's percentage of the total Prime Contract amount.

ARTICLE 7 WARRANTY

7.1 Subcontractor warrants that in submitting its bids and/or quotes to Contractor, it thoroughly read through the request(s) for proposal from Contractor and made its bid(s) on the Project based on Subcontractor's full understanding of the same, in accordance to its or their terms. Subcontractor warrants to Owner and Contractor that all materials and equipment furnished by Subcontractor will be new unless otherwise specified, and that all work performed will be of good quality, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by Contractor, Subcontractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents. The warranty period will begin on the date of substantial completion of the entire Project or upon commencement of the warranty period as outlined in the Contract Documents, whichever is later. The warranty period will be 12 months or as specified in the Contract Documents, whichever is longer. At all times before and throughout such period, Subcontractor agrees to correct, at its own cost and expense, any defect in materials or workmanship which may occur or develop, and Subcontractor specifically indemnifies Contractor from and against all such costs and expenses.

7.2 Subcontractor represents and warrants that Subcontractor shall implement reasonable administrative, physical, and technical safeguards to protect Subcontractor's computer systems from unauthorized access.

ARTICLE 8 CHANGES

8.1 Owner may make changes to the Prime Contract. Upon Contractor's receipt of notice from Owner of such change(s) issued subsequent to the execution of the Subcontract Agreement, Contractor shall promptly notify Subcontractor of said change. Unless otherwise directed by Contractor, Subcontractor shall not thereafter order materials or perform work which would be inconsistent with the change(s) made to the Prime Contract.

8.2 Subcontractor may be ordered in writing by Contractor, without invalidating the Subcontract Agreement, to make changes in the work within the general scope of the Subcontract Agreement consisting of additions, deletions or other revisions, including those required by changes to the Prime Contract issued subsequent to the execution of the Subcontract Agreement and the Contract Documents. Subcontractor, prior to the commencement of such change or revised work, shall promptly submit to Contractor written copies of a claim for adjustment to the amount of payment and time for completion for such revised work in a manner consistent with requirements of the Subcontract Agreement.

8.3 Subcontractor shall make claims promptly to Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the terms set forth in the Prime Contract. A claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract, within a specified time period or in a specified manner, shall be made in sufficient time to permit Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by Contractor not less than two (2) working days preceding the time by which Contractor's claim must be made. Failure of Subcontractor to make a timely claim shall bind Subcontractor to the same consequences to those to which Contractor is bound. Upon request, Contractor will provide relevant and/or redacted parts of the Prime Contract to Subcontractor for review; provided that (a) Subcontractor will pay Contractor its reasonable costs incurred in preparing such redacted version (including reasonable attorneys' fees); and (b) Contractor shall retain sole discretion as to the relevant portions of the Prime Contract it chooses to provide to Subcontractor.

8.4 Contractor's Project Manager or Superintendent shall have the right to authorize modifications to the Subcontract Agreement only in cases when necessary to avoid Project delay. No verbal authorizations are valid. All modifications must be documented in writing. No other field employee of Contractor has or shall have any right or authority to modify, add to or change the Subcontract Agreement or execute any written order or give any written directions on behalf of Contractor.

8.5 Notwithstanding any provision herein or in the Contract Documents to the contrary, in no event shall changes to the cost to Subcontractor of or for materials, labor or other items give rise to, or entitle Subcontractor to be eligible for, an adjustment to the Contract Amount hereunder. Both parties covenant and agree that the Contract Amount stated above was a material inducement for Contractor executing this Agreement with Subcontractor, and in no event shall the increase of material or labor costs to Subcontractor, for any reason, be deemed an event of force majeure such that Subcontractor is entitled to an adjustment to the Contract Amount. Furthermore, in the event Subcontractor orders materials after the execution of this Agreement, in no event shall Contractor be liable or responsible for any increases to the cost of said materials after the date of execution of this Agreement. Subcontractor shall bear all liability for material price increases after execution of this Agreement.

ARTICLE 9 CLAIMS AND DISPUTES

9.1 A claim is a demand or assertion made in writing by Contractor or Subcontractor seeking an adjustment in the Project Subcontract Price or the Project schedule, an adjustment or interpretation of the terms of this Subcontract, or other relief arising under or relating to this Subcontract (including its making or validity), and any other disputes between Contractor and Subcontractor related to the Project.

9.1.1 Claims Involving the Owner. Subcontractor agrees to make all claims against Contractor for which Owner is or may be liable in the same manner and within the same time limits provided in the Prime Contract for like claims by Contractor. Subcontractor will give Contractor notice of such claims in sufficient time for Contractor to make such claims against Owner in accordance with the Prime Contract. Failure to timely make a claim or deliver notice of the same, as set forth above, shall result in a full waiver of the specific claim(s). In any dispute between Contractor and Subcontractor relating to or arising from any act or omission of the Owner or involving the Prime Contract, Subcontractor agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner by the terms of the Prime Contract. Subcontractor will also be bound by all decisions or determinations made in accordance with the dispute resolution mechanism established in the Prime Contract, whether or not Subcontractor is a party to such proceedings. In case of such dispute, Subcontractor will comply with all provisions of the Prime Contract allowing a reasonable time for Contractor to analyze and forward to Owner any required communications or documentation. Contractor will, at its option, present to Owner in Contractor's name, or authorize Subcontractor to present to Owner in Contractor's name, all of Subcontractor's claims and answer Owner's claims involving Subcontractor's Work, whenever Contractor is permitted to do so by terms of the Prime Contract. In the event of alternative dispute resolution or litigation between Owner and Contractor concerning any part or all of the Scope of Work, Contractor shall have the right to require Subcontractor join in such proceedings as a party thereto upon notice to Subcontractor, and Subcontractor agrees to be bound by the results thereof. Subcontractor shall not be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive and collect from Owner on account of Subcontractor's claims, less any markups entitled to or costs incurred by Contractor in pursuing the claims (including reasonable attorneys' fees). Subcontractor shall accept such amount as full and final satisfaction and discharge of all such claims.

9.2 Other Claims. Subject to the provisions of Section 9.1.1 above, the parties agree that the exclusive remedies for any claim or dispute arising from or relating to this Subcontract, shall be as follows:

9.2.1 Notices. Subcontractor will give Contractor written notice of all claims within ten (10) calendar days of the date when Subcontractor knew or should have known of the facts giving rise to the event for which the claim is made; otherwise, such claims will be deemed to be untimely and invalid. The responsibility to substantiate all claims made by Subcontractor rests with Subcontractor. Pending final resolution of a claim, Subcontractor will in all events proceed diligently with performance of its obligations under this Subcontract. Contractor shall give Subcontractor prompt written notice of any demand received or made by Contractor for arbitration if the dispute involves or relates to the work, materials, equipment, rights or responsibilities of Subcontractor. Contractor shall consent to inclusion of Subcontractor in the arbitration proceeding whether by joinder, consolidation or otherwise, if Subcontractor requests in writing to be included within ten (10) days after receipt of Contractor's notice.

9.2.2 Prior to the commencement of any formal dispute resolution process, the parties agree to make every good faith effort to resolve all disputes through direct communications between their principals.

9.2.3 In the event direct communications of the principals does not result in a settlement of the claim or dispute as set forth in Section 9.2.2 above, any claim or dispute hereunder shall be settled by binding arbitration, which shall be conducted in the same manner and under the same procedure as provided in the Prime Contract with respect to claims between Owner and Contractor, except that a decision by Architect shall not be a condition precedent to arbitration. If the Prime Contract does not provide for arbitration, or fails to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The location of such arbitration shall be selected by Contractor.

9.3 Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Subcontract Agreement shall include,

by consolidation or joinder or in any other manner, any person or entity not a party to the Subcontract Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not Architect, Architect's employee, Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.4 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.

9.5 The prevailing party in any arbitration or court proceeding (i.e., to enforce an arbitration award) under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred in the arbitration and court, which award may be entered by the arbitrator as part of the award and by the judge, as part of a final judgment.

9.6 This Article shall not be deemed a limitation of rights or remedies which Subcontractor may have under Federal law, under state mechanics' lien laws, or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by Subcontractor.

ARTICLE 10 TERMINATION

10.1 Subcontractor may terminate the Subcontract Agreement for the same reasons and under the same circumstances and procedures with respect to Contractor as Contractor may terminate with respect to Owner under the Prime Contract, or, if Subcontractor has not been in default, for nonpayment of amounts due under the Subcontract Agreement for sixty (60) days or longer. In the event of such termination by Subcontractor for any reason which is not related to a default hereunder of Subcontractor, sub-subcontractors or their agents or employees or other persons performing portions of the work under contract with Subcontractor, Subcontractor shall be entitled to recover from Contractor payment for work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable and customary overhead and profit.

10.2 Notwithstanding and in addition to any other provisions set forth herein, Subcontractor shall be in default hereunder in the event Subcontractor shall (a) fail to prosecute said work or furnish said material as rapidly as Contractor shall require; or (b) fail to comply with the terms of the Contract Documents as to quality of material or workmanship; or (c) fail to furnish necessary material and complete said work in such manner as to permit completion of the entire contract upon the date specified in the Contract Documents; (d) or otherwise breach any of the terms and provisions set forth herein. Upon the occurrence of an event of default hereunder, Contractor may provide written notice of such default to Subcontractor. Subcontractor shall respond to such default notice within forty-eight (48) hours, and further cure such default(s) within seven (7) days of Subcontractor's receipt of such notice. In the event either of the two foregoing deadlines are not met, Contractor may, undertake one or more of the following options, as applicable and at Contractor's sole discretion: terminate the Subcontract Agreement, relet the said work or any part thereof, purchase materials as Contractor may determine, cure said breach on behalf of Subcontractor, and/or proceed to perform any or all portions of work required under the Subcontract Agreement, and recover from Subcontractor any and all costs of said material, damages, expense for such labor, and all other costs incurred by Contractor pursuant to this Section 10.2 (including reasonable attorneys' fees), as applicable. Contractor may charge the same to Subcontractor and such amounts may be treated as payments to Subcontractor under the Subcontract Agreement (i.e., offset any further payments due and owing to Subcontractor). Subcontractor shall be liable for, and indemnify

Contractor from and against, any excess of expenditure so made over and above the Subcontract Agreement price.

10.3 The Owner may, at any time, suspend or terminate the Prime Contract for the Owner's convenience and without cause. Upon receipt of notice from the Owner of such suspension or termination for the Owner's convenience, the Contractor shall provide notice of the same to Subcontractor, and Subcontractor shall:

10.3.1 Ease operations as directed by the Contractor in the notice;

10.3.2 Take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and

10.3.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing sub-subcontracts and purchase orders and enter into no further sub-subcontracts and purchase orders.

ARTICLE 11 ASSIGNMENT

11.1 In the event of termination of the Prime Contract by Owner, Contractor may assign the Subcontract Agreement to Owner, with Owner's agreement, subject to the provision of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. If the work of the Prime Contract has been suspended for more than 30 days, Subcontractor's compensation shall be equitably adjusted.

11.2 Subcontractor shall not assign the work to be performed under the Subcontract Agreement without the written consent of Contractor, nor subcontract the whole or any part of the Subcontract Agreement without the written consent of Contractor, which consent may be withheld in Contractor's sole discretion.

ARTICLE 12 TIME

12.1 Subcontractor shall commence work under the Subcontract Agreement when notified by Contractor, and shall complete the work covered thereunder in a diligent manner, following the construction schedule provided by Contractor, so that the progress or completion of the Project will not be delayed, and in such a manner that Contractor or other Subcontractors shall not be unduly delayed or impeded in their work.

12.2 Subcontractor agrees to be responsible for, assume, carry out and perform all time guarantees upon work or materials referred to in the Contract Documents relating to any materials furnished, or labor performed under this subcontract.

ARTICLE 13 SUBCONTRACT PAYMENTS

13.1 Contractor shall pay Subcontractor, in current funds, for all work to be performed under the Subcontract Agreement, subject to additions and deductions as provided in the Contract Documents (including, specifically, these Terms and Conditions), the sum shown in the Subcontract Agreement. The subcontract sum is understood to include all taxes whatsoever, including but not limited to state sales taxes, excise taxes, transportation tax, unemployment compensation tax, old age benefits and Social Security taxes. Subcontractor agrees to pay all of the above and to conform to all state and federal laws in connection with such taxes. In addition, Subcontractor further agrees to withhold from all employees employed by Subcontractor, withholding taxes and to pay the same to the appropriate state or federal agency in accordance with the federal laws and regulations pertaining thereto.

13.2 Based upon application for payment submitted to Contractor by Subcontractor, corresponding to applications for payment submitted by Contractor to Architect/Owner, and certificates for payment issued by Architect/Owner, Contractor shall make progress payments on account of the sum due Subcontractor to Subcontractor as provided below. The period covered

by each application for payment shall be one calendar month ending on the last day of the month unless otherwise agreed in writing between Contractor and Subcontractor.

13.3 Provided an application for payment is received by Contractor not later than the date of the month noted on Page 1 of the Subcontract Agreement, Contractor shall include Subcontractor's work covered by that application in the next application for payment which Contractor is entitled to submit to Architect/Owner. If the application is due on a weekend and/or federally recognized holiday, then the due date shall be the last full business day prior to the due date noted on Page 1 of this Subcontract Agreement. In accordance with Section 779.135, Wisconsin Statutes, within seven (7) days after receipt by Contractor from Owner or General Contractor of progress payments from Owner or General Contractor for undisputed amounts under the Contract for work reflected in Subcontractor's application for payment, Contractor shall make a payment to Subcontractor equal to the value of the approved and paid for portions of Subcontractor's Work, to the extent approved by Contractor and allowed and paid by Owner or General Contractor on account of Subcontractor's Work, less applicable retainage, less previous payments made by Contractor, and less all charges or back charges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Subcontractor.

13.4 As a condition precedent for each progress payment, Subcontractor shall provide a release of claims and conditional waiver of lien from Subcontractor, and, if requested by Contractor, from its subcontractors and suppliers.

13.5 Subcontractor specifically agrees that Contractor shall at all times have the right to contact Subcontractor's subcontractors, materialmen, and suppliers to assure Contractor that those individuals and entities are being promptly and properly paid by Subcontractor. In the event Contractor has reason to believe that obligations for labor, services, materials or equipment or other obligations incurred by Subcontractor in the performance of Subcontractor's Work are not being promptly paid, Contractor may take any steps which Contractor deems necessary to assure itself that payments made under this Subcontract are used to satisfy Subcontractor's obligations, including but not limited to, Contractor's right to pay Subcontractor's obligations arising under this Subcontract directly, or to bond off or otherwise discharge claims or liens arising under therefrom, or to retain out of any payments due or to become due to Subcontractor a reasonable amount to protect Contractor and Owner from any loss, damage or expense (including reasonable attorneys' fees) arising out of, or relating to any such obligations, claims or liens, until the obligation, claim or lien has been satisfied by Subcontractor. Notwithstanding the foregoing, Contractor has no obligation to Subcontractor or to third parties to exercise any of the foregoing rights and none of Subcontractor's laborers, subcontractors, suppliers or materialmen, or any individual or entity not a party to this Subcontract is a third-party beneficiary of the terms and content of the Subcontract Agreement.

13.6 Contractor shall have the right and privilege to make any payment due Subcontractor hereunder jointly to Subcontractor and any person, firm or corporation to whom Subcontractor is indebted for labor performed or materials furnished in the performance of the Subcontract Agreement.

13.7 Each application for payment shall be based upon the most recent schedule of values submitted by Subcontractor in accordance with the Subcontract Documents. The schedule of values shall allocate the entire subcontract sum among the various portions of Subcontractor's work and be prepared in such form and supported by such data to substantiate its accuracy as Contractor may require. This schedule, unless objected to by Contractor, shall be used as a basis for reviewing Subcontractor's applications for payment.

13.8 Applications for payment submitted by Subcontractor shall indicate the percentage of completion of each portion of Subcontractor's work as of the end of the period covered by the application for payment. Payments for such applications shall be made based on Contractor approved portion of the work in the schedule of values less applicable retainage of the amount of the application.

ARTICLE 14 FINAL PAYMENT

14.1 Final payment, constituting the entire unpaid balance of all sums due Subcontractor, shall be made by Contractor to Subcontractor when Subcontractor's work is fully performed in accordance with the requirements of the Contract Documents including, but not limited to, the submission of all Operations & Maintenance Manual information, the Architect has issued a certificate of payment covering Subcontractor's completed work and Contractor has received full payment from Owner. Neither the final payment nor the remaining retainage percentage shall become due until Subcontractor submits to Contractor (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which Owner or his property might in any way be responsible, have been paid or otherwise been satisfied, (b) consent of surety, if any, to final payment is obtained and (c) if required by Contractor, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Subcontract Agreement, to the extent and in such form as may be designated by Contractor. If Subcontractor refuses to furnish a release or waiver required by Contractor, Subcontractor may furnish a bond satisfactory to Contractor to indemnify Owner and Contractor against any such lien. If any such lien remains unsatisfied after all payments are made, Subcontractor shall refund to Contractor or Owner all monies that either may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 15 LIEN WAIVERS

15.1 Subcontractor agrees to keep the Project free and clear of mechanic's liens or other encumbrances arising by Subcontractor's acts, omissions or conduct and shall, at Subcontractor's sole cost and expense, defend against any claim, lien, suit or proceeding that may be presented or filed arising out of and in the course of Subcontractor's performance of the Subcontract Agreement. Subcontractor agrees to timely sign and return lien waivers submitted to it by Contractor. Subcontractor also agrees to furnish Contractor with lien waivers from all suppliers and sub-suppliers upon request.

ARTICLE 16 INSURANCE/BONDS

16.1 Subcontractor shall purchase and maintain insurance of the types of coverage and limits of liability as shown in the Subcontract Agreement (see Exhibit "A" attached hereto and incorporated herein). Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruptions from date of commencement of Subcontractor's work until date of final payment and termination of any coverage required to be maintained after final payment by the Contract Documents as defined in Exhibit A.

16.2 Certificates of insurance and policy endorsements, acceptable to Contractor shall be filed with Contractor prior to commencement of Subcontractor's work (see Exhibit "A" attached hereto and incorporated herein). These certificates and the insurance policies required by this Article 16 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Contractor. Certificates of insurance shall name Market & Johnson, Inc., the Owner, and the Architect as an Additional Insured on a primary and non-contributory basis. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 14. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Subcontractor with reasonable promptness according to Subcontractor's information and belief. Compliance by Subcontractor with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve Subcontractor of its liabilities and obligations.

16.3 Upon request, Contractor shall furnish to Subcontractor satisfactory evidence of insurance required of Contractor under the Prime Contract.

16.4 Contractor and Subcontractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) Owner, Architect, Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by Owner as fiduciary. Subcontractor shall require of Subcontractor's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

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

16.6 In accordance with the terms of this Agreement, the Subcontractor agrees to maintain insurance coverage for the benefit of the additional insured(s) as required herein. The minimum limits of insurance to be maintained by the Subcontractor are outlined below. However, it is expressly understood and agreed that these minimum limits shall not serve as a cap on the Subcontractor's insurance obligations. The Subcontractor's insurance obligations shall be subject to the limits of insurance available under the Subcontractor's respective policy Declarations. In the event that the limits of insurance available under the Subcontractor's policy Declarations exceed the minimum limits required herein, the Subcontractor shall provide coverage up to the maximum extent permitted by the applicable policy limits. Therefore, the Subcontractor's insurance obligations under this Agreement shall be determined by the greater of: (a) the minimum limits required herein; or (b) the limits of insurance available under the Subcontractor's policy Declarations. Nothing in this Agreement shall be construed to limit the Subcontractor's obligations to provide coverage up to the maximum extent permitted by the applicable policy limits.

ARTICLE 17 INDEMNIFICATION

17.1 To the fullest extent permitted by law, Subcontractor shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance (or nonperformance) of Subcontractor's Work under the Subcontract Agreement, whether caused in whole or in part by negligent acts or omissions of Subcontractor, Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Subcontractor, Subcontractor's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or from Subcontractor of Subcontractor's subcontractors under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Subcontractor's indemnity obligation under this paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including without limitation, reasonable attorneys' fees), and exemplary damages (if any) arising out of, or in connection with, any (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by Subcontractor, it's lower-tier subcontractors, or any person or entity for whom either is responsible, and (ii) failure to secure and pay for permits, fees,

approvals, licenses, and inspections as required under the Subcontract Agreement, or any violation of any permit or other approval of a public authority applicable to the Work, by Subcontractor, it's lower-tier subcontractors, or any person or entity for whom either is responsible. The obligations of Subcontractor under this paragraph shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

17.2 Furthermore, to the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless Contractor from, for and against all claims, damages, liabilities, payments, penalties, fines, costs and expense (including reasonable attorneys' fees) arising out of or resulting from hacking, cyber-attack, cyber-crime, phishing, spear-phishing, or any other unauthorized access of Subcontractor's computer systems, email systems, email users, servers, or cloud-based systems (collectively, "Subcontractor Data Breach") by a third party. In the event Contractor makes payment under this Subcontract Agreement to the wrong party, account, or location arising out of or as a result of a Subcontractor Data Breach (a "Subcontractor Data Breach Payment"), Subcontractor waives the right to recover duplicative payment or any other remedy from Contractor for such Subcontractor Data Breach Payment.

17.3 Subcontractor's duty to indemnify the indemnitees shall not be limited in any way to a limitation on an amount or type of damages, compensation, or benefits payable or for Subcontractor under workers' compensation laws, disability benefit laws, or by any other employee benefit laws.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 The Subcontract Agreement shall be governed by the law of the State of Wisconsin.

18.2 All covenants, agreements and obligations contained in the Subcontract Agreement shall be binding upon each party hereto, and their respective successors and permitted assigns.

18.3 Written notice shall be deemed to have been duly served upon Contractor if delivered in person to Contractor's Project Manager or Superintendent, or if delivered at or sent by registered or certified mail to: Market & Johnson, Inc., 2350 Galloway Street, Eau Claire, WI 54703. Written notice shall be deemed to have been duly served upon Subcontractor if delivered in person or e-mailed to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to Contractor.

18.4 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Contractor, Architect, or Owner shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

18.5 Request for Payroll Information. Upon Market & Johnson's request, Subcontractor must provide records showing its payroll to laborers and mechanics that it employs on the Project. Such records must include the amounts paid, the hourly rates, and the number of labor hours worked for each laborer and mechanic. The records must also indicate whether or not each laborer or mechanic is a qualified apprentice, journey worker, or a similar status. Market & Johnson's request may be made during or after the Project's completion.

EXHIBIT "A"**A. 1 SUBCONTRACTOR'S LIABILITY INSURANCE.**

A.1.1 The insurance required shall include: Premises – Operations, Products and Completed Operations, Personal Injury Liability with Employment Exclusions deleted, Blanket Contractual – All written contracts, Owned, Non-owned, and hired motor vehicles, Broad Form Property Damage including Completed Operation, and shall be purchased from and maintained in a company or companies properly licensed to do business in the state where work is performed or how are otherwise permitted to write insurance in this jurisdiction provided they agree to pay the appropriate surplus lines premium tax, and shall be written for not less than the following limits, or as required by law, or whichever is actually carried by Subcontractor, whichever is greater. All insurance required hereunder shall be with insurance companies with AM Best Ratings of A-; VII or better, and on forms acceptable to Contractor.

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Workers' Compensation and Employer's Liability	Statutory \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee

Include Waiver of Subrogation in favor of the parties required in the Prime Contract
 Include 30 Day Notice of Cancellation
 Include United State Longshoreman and Harbor Workers' coverage's (if applicable)

Commercial General Liability: Includes at a minimum the following coverage's:

Operations of Subcontractor
 Products and Completed Operations
 Personal Injury Including Employee related claims
 Contractual Liability Coverage
 Per Project Aggregate Endorsement
 Additional Insured in favor of the parties required in the Prime Contract using Forms CG2010 07/04 & CG2037 07/04 or equivalent.
 Primary and Non-Contributory Endorsement
 Waiver of Subrogation in favor of the parties required in the Prime Contract
 Must include damage to work performed by Subcontractors on your behalf
 30 day Notice of Cancellation
 Maximum Property Damage Deductible \$2,500
 No Residential Exclusions
 No EIFS Exclusion

Limits of Commercial General Liability

General Aggregate (other than Products and Completed Operations)\$2,000,000
 Products and Completed Operations Aggregate.....\$2,000,000
 Personal and Advertising Injury.....\$1,000,000
 Each Occurrence.....\$1,000,000

Comprehensive Automotive Liability – Limits

Combined Single Limit Bodily Injury and Property Damage\$1,000,000
 Non-Owned and Hired Automotive.....\$1,000,000
 Additional Insured in favor of the parties required in the Prime Contract
 Primary and Non-Contributory Endorsement
 Waiver of Subrogation in favor of the parties required in the Prime Contract
 30 day Notice of Cancellation

Professional Liability (for Design/Build Subcontractors)

Per Claim \$2,000,000
 General Aggregate..... \$2,000,000

Must be a claims made coverage form
 Any SIR or Deductible may not exceed \$25,000
 Waiver of Subrogation in favor of the parties required in the Prime Contract

Commercial Excess Liability (Umbrella Liability) – Subcontractors shall maintain an umbrella liability policy providing the same coverages and with the same additional insured as the basic policy and in the following amounts:

a. Curtain Wall Subcontractor..... \$5,000,000
 b. Steel Subcontractor \$5,000,000
 c. Elevator Subcontractor \$5,000,000
 d. HVAC Subcontractor \$5,000,000
 e. Plumbing Subcontractor \$5,000,000
 f. Electrical Subcontractor..... \$5,000,000
 g. Excavation Subcontractor..... \$5,000,000
 h. All Other Subcontractors and Material Suppliers ... \$2,000,000
 RETENTION (\$10,000 maximum)

Additional Insured in favor of the parties required in the Prime Contract
 Primary and Non-Contributory Endorsement
 Waiver of Subrogation in favor of the parties required in the Prime Contract
 30 day Notice of Cancellation

Contractor's Pollution Liability Insurance.

To the extent Subcontractor's Work includes:
 (a) building enclosure systems, including all materials that physically separate the exterior environment from the interior environment,
 (b) HVAC, electrical, plumbing or fire protection,
 (c) drywall or insulation,
 (d) excavation and/or building foundations,
 (e) transportation of hazardous materials, and/or
 (f) abatement contracting services

Subcontractor shall maintain Pollution Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate, or such higher amounts as the Prime Agreement provides with a deductible no greater than \$25,000. Abatement contractors or those involved in abatement of any kind, shall carry limits of not less than \$5,000,000 per claim and in the aggregate, or such higher amounts as the Prime Agreement provides with a deductible no greater than \$25,000.

Subcontractor shall be solely responsible for all expenses within the deductible.

Policy shall name Market & Johnson, Project Owner, Project Architect, and any others required by the Subcontract Documents as additional insureds on a primary and non-contributory basis. The definition of Property Damage shall include clean-up costs. The definition of Pollutant shall include, but not limited to, any form of fungus, mold, bacteria and legionella bacteria. renewal policies during this period shall maintain the same retroactive date. A 30-day Notice of Cancellation shall be provided.

Drone/Aviation – if applicable \$1,000,000

Railroad Protective – Equal to the amount required in the Prime Contract – if applicable

A.1.1.1 If any of the required policies provide coverage on a claims-made basis: the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, or such longer period as required under the Contract Documents; and if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Subcontractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

A.1.1.2 The Umbrella Liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability.

A.1.1.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by a follow form Excess or Umbrella Liability Policy.

A.1.1.4 The types of insurance and the limits of liability indicated above are the minimum required and Contractor does not warrant the adequacy for the types of insurance or the limits of liability.

A.1.1.5 Products and Completed Operations to be maintained for a minimum term of the statute of repose in the state the work is performed.

A.1.1.6 Worker's Compensation coverage shall be provided for any employee who shall work on the Project whether or not required by statute.

A.1.1.7 Subcontractor shall carry sufficient comprehensive insurance on its equipment and personal property including tools and jobsite trailer.

Subcontractor shall also insure all materials stored on and off the Project site and enroute to and from the Project site that will be incorporated into the Project or used in the completion of Subcontractor's Work, unless Subcontractor has verified in advance that these materials are insured under the Builder's Risk policy for the Project. Subcontractor agrees that Owner and General Contractor shall not be responsible for any loss or damage to any equipment or personal property of Subcontractor and Subcontractor agrees to waive any and all subrogation rights against Owner and General Contractor for any such loss, Claim or loss of use.

A.2 Furnish one copy of certificate herein required for each copy of Agreement, specifically set forth evidence of all coverage required by the Contract Documents.

A.3 Any Protection and Indemnity and/or Marine Liability Insurance shall name the Contractor, Owner and Architect as an additional insured using a broad form endorsement.

A.4 Subcontractor acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the required named additional insureds of each Subcontract and that the Umbrella and Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by Contractor will contribute.

A.5 If Contractor is liable for all or some portion of the deductible under the Project's All Risk/Builder's Risk/property insurance, then Subcontractor shall reimburse Contractor for that portion of the deductible that arises from or is attributable to the acts or omissions of Subcontractor.

If you or your insurance agent has questions related to the insurance requirements documented in Exhibit "A", please contact Chad Ellingson, Director of Risk Management at Market & Johnson, Inc. at 715-834-1213, or Alex Hudzinski at M3 Insurance Solutions at 920-455-7265.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agent	CONTACT NAME:	
	PHONE (A/C No. Ext):	FAX (A/C No):
INSURED Subcontractor Name	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 235302758 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
X	COMMERCIAL GENERAL LIABILITY	Y Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	CLAIMS-MADE ☒ OCCUR					
	GENTL AGGREGATE LIMIT APPLIES PER:					
	POLICY ☒ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY	Y Y				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
X	ANY AUTO					
	OWNED AUTOS ONLY					
	HIRED AUTOS ONLY					
	SCHEDULED AUTOS NON-OWNED AUTOS ONLY					
X	UMBRELLA LIAB	Y Y				EACH OCCURRENCE \$ see contr limit AGGREGATE \$ \$
	EXCESS LIAB					
	DED ☒ RETENTION \$ 10,000					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y Y				X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
	Professional (Design/Build Only)	Y Y				Per Claim/Aggregate 2,000,000 Poi Limit see contract limit Limit 1,000,000
	Pollution (incl Mold)					
	Drones (if applicable)					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: XXXX Subcontract: XXXX

Market & Johnson Inc., Project Owner, and Architect/Engineer and all others as required by written contract are included as Additional Insured on the General Liability (per forms CG2010 & CG2037 07/04 or equivalent), Automobile Liability, Umbrella Liability and Pollution Liability on a Primary and Non-Contributory Basis.

Waiver of Subrogation, in favor of the Additional Insured, is included on the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation & Pollution Liability.
30 day Notice of Cancellation is included on all policies.

CERTIFICATE HOLDER	CANCELLATION
Market & Johnson Inc. PO Box 630 2350 Galloway Street Eau Claire WI 54702-0630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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SECTION 00 52 05
MATERIAL PURCHASE AGREEMENT

Contract #

MATERIAL PURCHASE AGREEMENT

MATERIAL PURCHASE AGREEMENT ("Agreement") made as of _____, by and between Market & Johnson, Inc., a Wisconsin corporation ("Contractor") and _____ ("Supplier").

Contract Amount Contract # _____
Retainage
Bill Date: _____, unless instructed otherwise.

Supplier hereby agrees to furnish all materials, tools, and equipment, and to perform all work and labor necessary, including shop drawings when required, the testing of materials when required, and the securing of all field measurements necessary or required, for the completion of a portion or subdivision of the work to be performed on the following described Project in accordance with the Prime Contract between Contractor and the Owner and all Plans, Drawings and Specifications including General and Special Conditions and Addenda. This Agreement is subject to, and conditioned upon, the "Terms and Conditions of Agreement between Contractor and Supplier" dated 08/11/2025 attached hereto and incorporated herein.

PROJECT:

OWNER:

This project will also be referenced by Market & Johnson as Project #

SCOPE OF WORK:

Item	M&J's #	Contract Item	Description	Price

Submittals will be handled electronically unless instructed otherwise.

IF "Y", SUPPLY THESE ADDITIONAL ITEMS:

- Y

Certificate of Insurance
- Y

Lien waivers from suppliers & sub-suppliers
- Y

Pay Application with Supplier/Subcontractor Info.
- Certified payroll reports

CONTRACTOR:

SUPPLIER:

Signature _____

Signature _____

Name/Title _____, Project Manager

Name/Title _____

Market & Johnson, Inc.

Vendor #

Agreement Date:

Page 1

WI Rev. 08/11/2025

TERMS AND CONDITIONS OF AGREEMENT BETWEEN CONTRACTOR AND SUPPLIER

ARTICLE 1 CONTRACT DOCUMENTS

1.1 The Contract Documents shall consist of (a) the Agreement; (b) the contract between Contractor and Owner including all other documents referenced therein ("Prime Contract"); (c) the Plans, Specifications, and Drawings; and (d) all Addenda or Modifications issued to the Agreement or any of the documents referenced herein all of which form and are a part of the Agreement as if fully set forth herein (collectively, the "Contract Documents"). The Agreement and these Terms and Conditions represent the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, including specifically any contrary terms contained in any bid or quote received from Supplier prior to the execution of the Agreement. Execution of the Agreement by Supplier expressly constitutes acceptance by Supplier to all of the terms and conditions contained herein.

1.2 Supplier, shall be furnished an electronic set of the Contract Documents at no charge. If Supplier requests a hard copy of the documents, Contractor will provide and may charge Supplier for the cost of reproduction of the documents.

ARTICLE 2 PERFORMANCE; PRICING; DELIVERY

2.1 Supplier shall cooperate with Contractor in scheduling and performing Supplier's work hereunder, if any, to avoid conflict, delay, or interference with the work of Contractor, other subcontractors or other third parties.

2.2 Supplier agrees to participate in person or electronically in Weekly Progress Meetings held at the job site, as necessary. Supplier is responsible for reviewing all Weekly Progress Meeting Minutes to determine if discussed issues pertain to them and addressing each issue as needed.

2.3 Supplier, when required by Contractor, shall promptly submit shop drawings, product data, samples, and other similar submittals with reasonable promptness and in such sequence as to cause no delay in the work or in the activities of Contractor, other subcontractors and other third parties on the Project.

2.4 Supplier shall provide Contractor with a schedule of values allocated to the various parts of the work to be performed by Supplier, aggregating the amount to be paid under this Agreement, in such detail and supported by such evidence as Contractor may require. All applications for payment shall be based upon this schedule.

2.5 Supplier shall furnish, as required by Contractor, periodic progress reports on the work being performed by Supplier including information on the status of materials and equipment which may be in the course of preparation or manufacture.

2.6 Supplier agrees that Contractor or Architect shall have the authority to reject all work performed by Supplier which does not conform to the Contract Documents. Contractor or Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

2.7 Supplier shall pay for all materials, equipment, and labor used in connection with the performance of Supplier's work through the period covered by previous payments received from Contractor and shall furnish satisfactory evidence, as requested by Contractor, to verify compliance with these requirements.

2.8 Supplier shall take all necessary precautions to properly protect the work of Contractor, other subcontractors and other third parties from damage caused by the operations of Supplier under the Agreement.

2.9 Supplier shall cooperate with Contractor, other subcontractors, Architect, and Owner in coordinating all work to be performed by Supplier under this Agreement, if any.

2.10 The price of all goods purchase from Supplier is the price stated on Page 1 of this Agreement (the "Price"). Unless otherwise specified on Page 1 of this Agreement, the Price includes all packaging, transportation costs to the Delivery Point (as defined below), insurance, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Contractor.

ARTICLE 3 INTENTIONALLY OMITTED

ARTICLE 4 PERMITS, FEES AND NOTICES

4.1 Unless otherwise provided in the Contract Documents, Supplier shall secure and pay for all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of all work to be performed, and goods supplied by, by Supplier.

4.2 Supplier shall give all required notices and comply with all laws, ordinances, rules, regulations and orders of public authorities bearing on the performance of Supplier's work and provision of materials hereunder. Supplier shall comply with all then-current federal, state, and local tax laws, Social Security Acts, immigration, Unemployment Compensation Acts and Worker's or Workmen's Compensation Acts (or their successor laws) insofar as applicable to the performance of Supplier's work.

ARTICLE 5 SHIPPING; DELIVERY

5.1 Supplier shall deliver the materials in the quantities and on the date(s) specified on Page 1 of this Agreement or as otherwise agreed in writing or verbally by the parties (the "Delivery Date"). If Supplier fails to deliver the materials in full on the Delivery Date, Contractor may terminate this Agreement immediately by providing written notice to Supplier. Supplier shall deliver all materials to the address specified on Page 1 of this Agreement (the "Delivery Point") during Contractor's normal business hours or as otherwise instructed by Contractor. If Supplier delivers more or less than the quantity of materials ordered, Contractor may reject all or any excess materials which shall be returned to Supplier at Supplier's sole risk and expense. If Contractor does not reject the materials and instead accepts the delivery of materials at the increased or reduced quantity, the Price for the materials shall be adjusted on a pro-rata basis.

5.2 Delivery shall be made FOB Delivery Point, or as otherwise set forth on the face of this Agreement. The contract number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence, and any other documents pertaining to the delivery of materials pursuant to this Agreement. The risk of loss, damage, or delay in transit shall be borne by Supplier until actual receipt of the materials by Contractor at the Delivery Point in conformity with the terms of this Agreement.

ARTICLE 6 INSPECTION AND REJECTION OF MATERIALS

6.1 Contractor or Contractor's representatives have the right to inspect the materials on or after the Delivery Date. Contractor may inspect all or a sample of the materials, and may reject all or any portion of the materials if it determines the materials are nonconforming or defective. If Contractor rejects any portion of the materials, Contractor may (a) rescind this Agreement in its entirety; (b) accept the materials at a reasonably reduced price; or (c) reject the materials

and require replacement of the rejected materials. If Contractor requires replacement of the materials, Supplier shall promptly replace the nonconforming or defective materials and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective materials and the delivery of replacement materials. If Supplier fails to timely deliver replacement materials, Contractor may replace them with goods from a third party and charge Supplier the cost thereof and terminate this Agreement for cause pursuant to Section 10.

ARTICLE 7 WARRANTY

7.1 Supplier warrants to Contractor that for a period of 12 months from the substantial completion of the entire Project, or such longer period as may be specified in the Contract Documents, all materials and as applicable, any related services, will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements as may be specified by Contractor or the Project owner; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Contractor's inspection and/or acceptance of and/or payment for materials shall not constitute a waiver by it of any warranties and such warranties shall survive inspection, test, acceptance, and use, either by Contractor or Contractor's customers.

7.2 Supplier represents and warrants that Supplier shall implement reasonable administrative, physical, and technical safeguards to protect Supplier's computer systems from unauthorized access.

ARTICLE 8 CHANGES

8.1 Owner may make changes to the Prime Contract. Upon Contractor's receipt of notice from Owner of such change(s) issued subsequent to the execution of the Agreement, Contractor shall promptly notify Supplier of said change. Unless otherwise directed by Contractor, Supplier shall not thereafter order materials or perform work which would be inconsistent with the change(s) made to the Prime Contract.

8.2 Supplier may be ordered in writing by Contractor, without invalidating the Agreement, to make changes in drawings, specifications or instructions for work, quantities, methods of shipments and packaging, and schedules and places of delivery as to any materials covered by the applicable purchase order, including those required by changes to the Prime Contract issued subsequent to the execution of the Agreement and the Contract Documents. Supplier, prior to the commencement of such change or revised work, shall promptly submit to Contractor written copies of a claim for adjustment to the amount of payment and time for completion for such revised work in a manner consistent with requirements of the Agreement.

8.3 Supplier shall make claims promptly to Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the terms set forth in the Prime Contract. A claim which will affect or become part of a claim which Contractor is required to make under the Prime Contract, within a specified time period or in a specified manner, shall be made in sufficient time to permit Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by Contractor not less than two (2) working days preceding the time by which Contractor's claim must be made. Failure of Supplier to make a timely claim shall bind Supplier to the same consequences to those to which Contractor is bound. Upon request, Contractor will provide relevant and/or redacted parts of the Prime Contract to Supplier for review; provided that (a) Supplier will pay Contractor its reasonable costs incurred in preparing such redacted version (including reasonable attorneys' fees); and (b) Contractor shall retain sole discretion as to the relevant portions of the Prime Contract it chooses to provide to Supplier.

8.4 Contractor's Project Manager or Superintendent shall have the right to authorize modifications to the Agreement only in cases when necessary to avoid

Project delay. No verbal authorizations are valid. All modifications must be documented in writing. No other field employee of Contractor has or shall have any right or authority to modify, add to or change the Agreement or execute any written order or give any written directions on behalf of Contractor.

8.5 Notwithstanding any provision herein or in the Contract Documents to the contrary, in no event shall changes to the cost to Supplier of or for materials, labor or other items give rise to, or entitle Supplier to be eligible for, an adjustment to the Contract Amount hereunder. Both parties covenant and agree that the Contract Amount stated above was a material inducement for Contractor executing this Agreement with Supplier, and in no event shall the increase of material or labor costs to Supplier, for any reason, be deemed an event of force majeure such that Supplier is entitled to an adjustment to the Contract Amount. Furthermore, in the event Supplier orders materials after the execution of this Agreement, in no event shall Contractor be liable or responsible for any increases to the cost of said materials after the date of execution of this Agreement. Supplier shall bear all liability for material price increases after execution of this Agreement.

ARTICLE 9 CLAIMS AND DISPUTES

9.1 A claim is a demand or assertion made in writing by Contractor or Supplier seeking an adjustment in the Price or the Project schedule, an adjustment or interpretation of the terms of this Agreement, or other relief arising under or relating to this Agreement (including its making or validity), and any other disputes between Contractor and Supplier related to the Project.

9.1.1 Claims Involving the Owner. Supplier agrees to make all claims against Contractor for which Owner is or may be liable in the same manner and within the same time limits provided in the Prime Contract for like claims by Contractor. Supplier will give Contractor notice of such claims in sufficient time for Contractor to make such claims against Owner in accordance with the Prime Contract. Failure to timely make a claim or deliver notice of the same, as set forth above, shall result in a full waiver of the specific claim(s). In any dispute between Contractor and Supplier relating to or arising from any act or omission of the Owner or involving the Prime Contract, Supplier agrees to be bound to Contractor to the same extent that Contractor is bound to the Owner by the terms of the Prime Contract. Supplier will also be bound by all decisions or determinations made in accordance with the dispute resolution mechanism established in the Prime Contract, whether or not Supplier is a party to such proceedings. In case of such dispute, Supplier will comply with all provisions of the Prime Contract allowing a reasonable time for Contractor to analyze and forward to Owner any required communications or documentation. Contractor will, at its option, present to Owner in Contractor's name, or authorize Supplier to present to Owner in Contractor's name, all of Supplier's claims and answer Owner's claims involving Supplier's performance hereunder, whenever Contractor is permitted to do so by terms of the Prime Contract. In the event of alternative dispute resolution or litigation between Owner and Contractor concerning any part or all of the Scope of Work, Contractor shall have the right to require Supplier join in such proceedings as a party thereto upon notice to Supplier, and Supplier agrees to be bound by the results thereof. Supplier shall not be entitled to receive any greater amount from Contractor than Contractor is entitled to and actually does receive and collect from Owner on account of Supplier's claims, less any markups entitled to or costs incurred by Contractor in pursuing the claims (including reasonable attorneys' fees). Supplier shall accept such amount as full and final satisfaction and discharge of all such claims.

9.2 Other Claims. Subject to the provisions of Section 9.1.1 above, the parties agree that the exclusive remedies for any claim or dispute arising from or relating to this agreement, shall be as follows:

9.2.1 Notices. Supplier will give Contractor written notice of all claims within ten (10) calendar days of the date when Supplier knew or should have known of the facts giving rise to the event for which the claim is made; otherwise, such claims will be deemed to be untimely and invalid. The responsibility to substantiate all claims made by Supplier rests with Supplier. Pending final resolution of a claim, Supplier will in all events proceed diligently with

performance of its obligations under this Agreement. Contractor shall give Supplier prompt written notice of any demand received or made by Contractor for arbitration if the dispute involves or relates to the work, materials, equipment, rights or responsibilities of Supplier. Contractor shall consent to inclusion of Supplier in the arbitration proceeding whether by joinder, consolidation or otherwise, if Supplier requests in writing to be included within ten (10) days after receipt of Contractor's notice.

9.2.2 Prior to the commencement of any formal dispute resolution process, the parties agree to make every good faith effort to resolve all disputes through direct communications between their principals.

9.2.3 In the event direct communications of the principals does not result in a settlement of the claim or dispute as set forth in Section 9.2.2 above, any claim or dispute hereunder shall be settled by binding arbitration, which shall be conducted in the same manner and under the same procedure as provided in the Prime Contract with respect to claims between Owner and Contractor, except that a decision by Architect shall not be a condition precedent to arbitration. If the Prime Contract does not provide for arbitration, or fails to specify the manner and procedure for arbitration, it shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The location of such arbitration shall be selected by Contractor.

9.3 Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any person or entity not a party to the Agreement under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (1) such person or entity is substantially involved in a common question of fact or law, (2) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, (3) the interest or responsibility of such person or entity in the matter is not insubstantial, and (4) such person or entity is not Architect, Architect's employee, Architect's consultant, or an employee or agent of any of them. This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

9.4 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.

9.5 The prevailing party in any arbitration or court proceeding (i.e., to enforce an arbitration award) under this Agreement shall be entitled to an award of its attorneys' fees, costs, and expenses (including expert witness fees) incurred in the arbitration and court, which award may be entered by the arbitrator as part of the award and by the judge, as part of a final judgment.

9.6 This Article shall not be deemed a limitation of rights or remedies which Supplier may have under Federal law, under state mechanics' lien laws, or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by Supplier.

ARTICLE 10 TERMINATION

10.1 Supplier may terminate the Agreement for the same reasons and under the same circumstances and procedures with respect to Contractor as Contractor may terminate with respect to Owner under the Prime Contract, or, if Supplier has not been in default, for nonpayment of amounts due under the Agreement for sixty (60) days or longer. In the event of such termination by Supplier for any reason which is not related to a default hereunder of Supplier, sub-suppliers or their agents or employees or other persons performing portions of the work under contract with Supplier, Supplier shall be entitled to recover from Contractor payment for materials provided, and to the extent applicable work executed, and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable and customary overhead and profit.

10.2 Notwithstanding and in addition to any other provisions set forth herein, Supplier shall be in default hereunder in the event Supplier shall (a) fail to prosecute said work or furnish said material as rapidly as Contractor shall require; or (b) fail to comply with the terms of the Contract Documents as to quality of material or workmanship; or (c) fail to furnish necessary material and complete said work in such manner as to permit completion of the entire contract upon the date specified in the Contract Documents; (d) or otherwise breach any of the terms and provisions set forth herein. Upon the occurrence of an event of default hereunder, Contractor may provide written notice of such default to Supplier. Supplier shall respond to such default notice within forty-eight (48) hours, and further cure such default(s) within seven (7) days of Supplier's receipt of such notice. In the event either of the two foregoing deadlines are not met, Contractor may, undertake one or more of the following options, as applicable and at Contractor's sole discretion: terminate this Agreement, relet the said work or any part thereof, purchase materials as Contractor may determine, cure said breach on behalf of Supplier, and/or proceed to perform any or all portions of work required under this Agreement, and recover from Supplier any and all costs of said material, damages, expense for such labor, and all other costs incurred by Contractor pursuant to this Section 10.2 (including reasonable attorneys' fees), as applicable. Contractor may charge the same to Supplier and such amounts may be treated as payments to Supplier under this Agreement (i.e., offset any further payments due and owing to Supplier). Supplier shall be liable for, and indemnify Contractor from and against, any excess of expenditure so made over and above this Agreement price.

10.3 The Owner may, at any time, suspend or terminate the Prime Contract for the Owner's convenience and without cause. Upon receipt of notice from the Owner of such suspension or termination for the Owner's convenience, the Contractor shall provide notice of the same to Supplier, and Supplier shall:

10.3.1 Cease operations as directed by the Contractor in the notice;

10.3.2 Take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and

10.3.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing vendor agreements and enter into no further agreements.

ARTICLE 11 ASSIGNMENT

11.1 In the event of termination of the Prime Contract by Owner, Contractor may assign the Agreement to Owner, with Owner's agreement, subject to the provision of the Prime Contract and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. If the work of the Prime Contract has been suspended for more than 30 days, Supplier's compensation shall be equitably adjusted.

11.2 Supplier shall not assign the work to be performed under the Agreement without the written consent of Contractor, nor subcontract the whole or any part of the Agreement without the written consent of Contractor, which consent may be withheld in Contractor's sole discretion.

ARTICLE 12 TIME

12.1 Supplier shall commence work under this Agreement, as applicable, when notified by Contractor, and shall complete the work covered thereunder in a diligent manner, following the construction schedule provided by Contractor, so that the progress or completion of the Project will not be delayed, and in such a manner that Contractor or other subcontractors shall not be unduly delayed or impeded in their work.

12.2 Supplier agrees to be responsible for, assume, carry out and perform all time guarantees upon work or materials referred to in the Contract Documents relating to any materials furnished, or labor performed under this Agreement.

ARTICLE 13 PAYMENTS

13.1 Contractor shall pay Supplier, in current funds, for all materials delivered, and to the extent applicable all work to be performed, under the Agreement, subject to additions and deductions as provided in the Contract Documents (including, specifically, these Terms and Conditions), the sum shown in the Agreement. The Price is understood to include all taxes whatsoever, including but not limited to state sales taxes, excise taxes, transportation tax, unemployment compensation tax, old age benefits and Social Security taxes. Supplier agrees to pay all of the above and to conform to all state and federal laws in connection with such taxes. In addition, Supplier further agrees to withhold from all employees employed by Supplier, withholding taxes and to pay the same to the appropriate state or federal agency in accordance with the federal laws and regulations pertaining thereto.

13.2 Based upon application for payment submitted to Contractor by Supplier, corresponding to applications for payment submitted by Contractor to Architect/Owner, and certificates for payment issued by Architect/Owner, Contractor shall make progress payments on account of the sum due Supplier to Supplier as provided below. The period covered by each application for payment shall be one calendar month ending on the last day of the month unless otherwise agreed in writing between Contractor and Supplier.

13.3 Provided an application for payment is received not later than the day of the month noted on Page 1 of this Agreement, Contractor shall include Supplier's materials and/or work covered by that application in the next application for payment which Contractor is entitled to submit to Architect/Owner. If the application is due on a weekend and/or federally recognized holiday, then the due date shall be the last full business day prior to the due date noted on Page 1 of this Material Purchase Agreement. In accordance with Section 779.135, Wisconsin Statutes, within seven (7) days after receipt by Contractor from Owner or General Contractor of progress payments from Owner or General Contractor for undisputed amounts under the Prime Contract for work reflected in Supplier's application for payment, Contractor shall make a payment to Supplier equal to the value of the approved and paid for portions of Supplier's Work, to the extent approved by Contractor and allowed and paid by Owner or General Contractor on account of Supplier's materials and work, less applicable retainage, less previous payments made by Contractor, and less all charges or back charges for services, materials, equipment and other items furnished or otherwise chargeable by Contractor to Supplier.

13.4 As a condition precedent for each progress payment, Supplier shall provide a release of claims and conditional waiver of lien from Supplier, and, if requested by Contractor, from its subcontractors and suppliers.

13.5 Supplier specifically agrees that Contractor shall at all times have the right to contact Supplier's subcontractors, materialmen, and suppliers to assure Contractor that those individuals and entities are being promptly and properly paid by Supplier. In the event Contractor has reason to believe that obligations for labor, services, materials or equipment or other obligations incurred by Supplier in the performance of Supplier's obligations hereunder are not being promptly paid, Contractor may take any steps which Contractor deems necessary to assure itself that payments made under this Agreement are used to satisfy Supplier's obligations, including but not limited to, Contractor's right to pay Supplier's obligations arising under this Agreement directly, or to bond off or otherwise discharge claims or liens arising under therefrom, or to retain out of any payments due or to become due to Supplier a reasonable amount to protect Contractor and Owner from any loss, damage or expense (including reasonable attorneys' fees) arising out of, or relating to any such obligations, claims or liens, until the obligation, claim or lien has been satisfied by Supplier. Notwithstanding the foregoing, Contractor has no obligation to Supplier or to third parties to exercise any of the foregoing rights and none of Supplier's laborers, subcontractors, suppliers or materialmen, or any individual or entity not a party to this Agreement is a third-party beneficiary of the terms and content of the Agreement.

13.6 Contractor shall have the right and privilege to make any payment due Supplier hereunder jointly to Supplier and any person, firm or corporation to whom Supplier is indebted for labor performed or materials furnished in the performance of the Agreement.

13.7 Each application for payment shall be based upon the most recent schedule of values submitted by Supplier in accordance with the Contract Documents. The schedule of values shall allocate the entire contract sum among the various portions of Supplier's work and be prepared in such form and supported by such data to substantiate its accuracy as Contractor may require. This schedule, unless objected to by Contractor, shall be used as a basis for reviewing Supplier's applications for payment.

13.8 Applications for payment submitted by Supplier shall indicate the percentage of completion of each portion of Supplier's work as of the end of the period covered by the application for payment. Payments for such applications shall be made based on Contractor approved portion of the work in the schedule of values less applicable retainage of the amount of the application.

ARTICLE 14 FINAL PAYMENT

14.1 Final payment, constituting the entire unpaid balance of all sums due Supplier, shall be made by Contractor to Supplier when Supplier's equipment and materials are operating properly and in accordance with the requirements of the Contract Documents including, but not limited to, the submission of all Operations & Maintenance Manual information, the Architect has issued a certificate of payment covering Supplier's completed delivery and work as may be required hereunder and Contractor has received full payment from Owner. Neither the final payment nor the remaining retainage percentage shall become due until Supplier submits to Contractor (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Project for which Owner or his property might in any way be responsible, have been paid or otherwise been satisfied, (b) consent of surety, if any, to final payment is obtained and (c) if required by Contractor, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by Contractor. If Supplier refuses to furnish a release or waiver required by Contractor, Supplier may furnish a bond satisfactory to Contractor to indemnify Owner and Contractor against any such lien. If any such lien remains unsatisfied after all payments are made, Supplier shall refund to Contractor or Owner all monies that either may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.

ARTICLE 15 LIEN WAIVERS

15.1 Supplier agrees to keep the Project free and clear of mechanic's liens or other encumbrances arising by Supplier's acts, omissions or conduct and shall, at Supplier's sole cost and expense, defend against any claim, lien, suit or proceeding that may be presented or filed arising out of and in the course of Supplier's performance of the Agreement. Supplier agrees to timely sign and return lien waivers submitted to it by Contractor. Supplier also agrees to furnish Contractor with lien waivers from all suppliers and sub-suppliers upon request.

ARTICLE 16 INSURANCE

16.1 Supplier shall purchase and maintain insurance of the types of coverage and limits of liability as shown in the Agreement (see Exhibit A attached hereto and incorporated herein). Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruptions from date of commencement of Supplier's work until date of final payment and termination of any coverage required to be maintained after final payment by the Contract Documents as defined in Exhibit A.

16.2 Certificates of insurance and policy endorsements, acceptable to Contractor shall be filed with Contractor prior to commencement of Supplier's work (see Exhibit A attached hereto and incorporated herein). These certificates

and the insurance policies required by this Article 16 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to Contractor. Certificates of insurance shall name Market & Johnson, Inc., the Owner, and the Architect as an Additional Insured on a primary and non-contributory basis. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 14. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by Supplier with reasonable promptness according to Supplier's information and belief. Compliance by Supplier with the foregoing requirements, as to carrying insurance and furnishing certificates, shall not relieve Supplier of its liabilities and obligations.

16.3 Contractor and Supplier waive all rights against (1) each other and any of their subcontractors or subsuppliers, sub-subcontractors or sub-subsuppliers, agents and employees, each of the other, and (2) Owner, Architect, Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the work, except such rights as they may have to proceeds of such insurance held by Owner as fiduciary. Supplier shall require of Supplier's sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 17 INDEMNIFICATION

17.1 To the fullest extent permitted by law, Supplier shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents, owners, directors and employees of any of them, from and against claims, damages, injury, actions, penalties, liabilities, losses and expenses, including but not limited to attorney's fees, arising out of or occurring in connection with the materials purchased and/or labor performed hereunder, any defect related thereto and from Supplier or Supplier's negligence, willful misconduct or breach of this Agreement, whether caused in whole or in part by negligent acts or omissions of Supplier, Supplier's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph. In claims against any person or entity indemnified under this paragraph by an employee of Supplier, Supplier's subcontractors or subsuppliers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or from Supplier of Supplier's subcontractors or subsuppliers under workers' or workmen's compensation acts, disability benefit acts or other employee benefits acts. Supplier's indemnity obligation under this paragraph shall also specifically include, without limitation, all fines, penalties, damages, liability, costs, expenses (including without limitation, reasonable attorneys' fees), and exemplary damages (if any) arising out of, or in connection with, any (i) violation of or failure

to comply with any law, statute, ordinance, rule, regulation, code or requirement of a public authority that bears upon the performance of the Work by Supplier, its lower-tier subcontractors, or any person or entity for whom either is responsible, and (ii) failure to secure and pay for permits, fees, approvals, licenses, and inspections as required under the Agreement, or any violation of any permit or other approval of a public authority applicable to the Work, by Supplier, its lower-tier subcontractors, or any person or entity for whom either is responsible. The obligations of Supplier under this paragraph shall not extend to the liability of the Architect, the Architect's consultants, and agents and employees of any of them arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications or the giving of or the failure to give directions or instructions by the Architect, the Architect's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

17.2 Furthermore, to the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless Contractor from, for and against all claims, damages, liabilities, payments, penalties, fines, costs and expense (including reasonable attorneys' fees) arising out of or resulting from hacking, cyber-attack, cyber-crime, phishing, spear-phishing, or any other unauthorized access of Supplier's computer systems, email systems, email users, servers, or cloud-based systems (collectively, "Supplier Data Breach") by a third party. In the event Contractor makes payment under this Agreement to the wrong party, account, or location arising out of or as a result of a Supplier Data Breach (a "Supplier Data Breach Payment"), Supplier waives the right to recover duplicative payment or any other remedy from Contractor for such Supplier Data Breach Payment.

17.3 Suppliers duty to indemnify the indemnitees shall not be limited in any way to a limitation on an amount or type of damages, compensation, or benefits payable by or for Supplier under workers' compensation laws, disability benefit laws, or by any other employee benefit laws.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 The Agreement shall be governed by the law of the State of Wisconsin.

18.2 All covenants, agreements and obligations contained in the Agreement shall be binding upon each party hereto, and their respective successors and permitted assigns.

18.3 Written notice shall be deemed to have been duly served upon Contractor if delivered in person to Contractor's Project Manager or Superintendent, or if delivered at or sent by registered or certified mail to: Market & Johnson, Inc., 2350 Galloway Street, Eau Claire, WI 54703. Written notice shall be deemed to have been duly served upon Supplier if delivered in person or e-mailed to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified mail to the last business address known to Contractor.

18.4 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by Contractor, Architect, or Owner shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

EXHIBIT "A"**A. 1 SUPPLIER'S LIABILITY INSURANCE.**

A.1.1 The insurance required shall include: Premises – Operations, Products and Completed Operations, Personal Injury Liability with Employment Exclusions deleted, Blanket Contractual – All written contracts, Owned, Non-owned, and hired motor vehicles, Broad Form Property Damage including Completed Operation, and shall be purchased from and maintained in a company or companies properly licensed to do business in state where work is performed or how are otherwise permitted to write insurance in this jurisdiction provided they agree to pay the appropriate surplus lines premium tax, and shall be written for not less than the following limits, or as required by law, whichever is carried by Supplier, whichever is greater. All insurance required hereunder shall be with insurance companies with AM Best Rating of A-; VII or better, and on forms acceptable to contractor.

TYPE OF INSURANCE	MINIMUM LIMITS OF LIABILITY
Workers' Compensation and Employer's Liability	Statutory \$500,000 Each Accident \$500,000 Disease, Policy Limit \$500,000 Disease, Each Employee
	Include Waiver of Subrogation in favor of the parties required in the Prime Contract
	Include 30 Day Notice of Cancellation
	Include United State Longshoreman and Harbor Workers' coverage's (if applicable)

Commercial General Liability: Includes at a minimum the following coverage's:

Operations of Supplier
Products and Completed Operations
Personal Injury Including Employee related claims
Contractual Liability Coverage
Designated Construction Project(s) Aggregate Endorsement
Additional Insured in favor of the parties required in the Prime Contract using forms CG2010 07/04 & CG2037 07/04 or equivalent
Primary and Non-Contributory Endorsement
Waiver of Subrogation in favor of the parties required in the Prime Contract
Must include damage to work performed by Subcontractors on your behalf
30 day Notice of Cancellation
Maximum Property Damage Deductible \$2,500
No Residential Exclusions
No EIFS Exclusion

Limits of Commercial General Liability

General Aggregate (other than Products and Completed Operations) \$2,000,000
Products and Completed Operations Aggregate..... \$2,000,000
Personal and Advertising Injury..... \$1,000,000
Each Occurrence..... \$1,000,000

Comprehensive Automotive Liability – Limits

Combined Single Limit Bodily Injury and Property Damage \$1,000,000
Non-Owned and Hired Automotive..... \$1,000,000
Additional Insured in favor of the parties required in the Prime Contract
Primary and Non-Contributory Endorsement
Waiver of Subrogation in favor of the parties required in the Prime Contract
30 day Notice of Cancellation

Professional Liability (for Design/Build Suppliers)

Per Claim \$2,000,000
General Aggregate..... \$2,000,000

Must be a claims made coverage form

Any SIR or Deductible may not exceed \$25,000

Waiver of Subrogation in favor of the parties required in the Prime Contract

Commercial Excess Liability (Umbrella Liability) – Suppliers shall maintain an umbrella liability policy providing the same coverages and with the same additional insured as the basic policy and in the following amounts:

a. Curtain Wall Supplier \$5,000,000
b. Steel Supplier \$5,000,000
c. Elevator Supplier \$5,000,000
d. HVAC Supplier \$5,000,000
e. Plumbing Supplier \$5,000,000
f. Electrical Supplier \$5,000,000
g. Excavation Supplier \$5,000,000
h. All Other Suppliers and Material Suppliers..... \$2,000,000
RETENTION (\$10,000 maximum)

Additional Insured in favor of the parties required in the Prime Contract

Primary and Non-Contributory Endorsement

Waiver of Subrogation in favor of the parties required in the Prime Contract

30 day Notice of Cancellation

Contractor's Pollution Liability Insurance.

To the extent Subcontractor's Work includes:

- building enclosure systems, including all materials that physically separate the exterior environment from the interior environment,
- HVAC, electrical, plumbing or fire protection,
- drywall or insulation,
- excavation and/or building foundations,
- transportation of hazardous materials, and/or
- abatement contracting services

Subcontractor shall maintain Pollution Liability Insurance with limits of not less than \$1,000,000 per claim and in the aggregate, or such higher amounts as the Prime Agreement provides with a deductible no greater than \$25,000. Abatement contractors or those involved in abatement of any kind, shall carry limits of not less than \$5,000,000 per claim and in the aggregate, or such higher amounts as the Prime Agreement provides with a deductible no greater than \$25,000.

Subcontractor shall be solely responsible for all expenses within the deductible.

Policy shall name Market & Johnson, Project Owner, Project Architect, and any others required by the Subcontract Documents as additional insureds on a primary and non-contributory basis. The definition of Property Damage shall include clean-up costs. The definition of Pollutant shall include, but not limited to, any form of fungus, mold, bacteria and legionella bacteria. renewal policies during this period shall maintain the same retroactive date. A 30-day Notice of Cancellation shall be provided.

Drone/Aviation – if applicable \$1,000,000

Railroad Protective – Equal to the amount required in the Prime Contract – if applicable.

Contract #

A.1.1.1 If any of the required policies provide coverage on a claims-made basis: the retroactive date must be shown and must be before the date of the contract or the beginning of contract work; insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work; or such longer period as required under the Contract Documents; and if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Supplier must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

A.1.1.2 The Umbrella Liability shall provide excess limits over and above the commercial general liability, employer's liability and comprehensive automobile liability.

A.1.1.3 Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by a follow form Excess or Umbrella Liability Policy.

A.1.1.4 The types of insurance and the limits of liability indicated above are the minimum required and Contractor does not warrant the adequacy for the types of insurance or the limits of liability.

A.1.1.5 Products and Completed Operations to be maintained for a minimum of two years after receipt of final payment.

A.1.1.6 Supplier is required if not protected under Contractor's insurance to take out and maintain Workers' Compensation insurance and insurance of the same kind and in the amount that Contractor considers appropriate as specified above.

A.1.1.7 Supplier shall carry sufficient comprehensive insurance on its equipment and personal property including tools at site of work and on route to and from site to fully protect him. Supplier shall require same coverage of his sub-subcontractors. It is expressly understood and agreed that Owner and/or Architect shall have no responsibility therefore.

A.2 Furnish one copy of certificate herein required for each copy of Agreement, specifically set forth evidence of all coverage required by the Contract Documents.

A.3 Any Protection and Indemnity and/or Marine Liability Insurance shall name the General Contractor as an additional insured using a broad form endorsement.

A.4. Supplier acknowledges that it will provide Umbrella and Excess Liability Insurance on behalf of the required named additional insureds of each Subcontract and that the Umbrella and Excess Liability Insurance will be subject to Vertical Exhaustion before any other Primary, Umbrella or Excess Policies or any other insurance obtained by Contractor will contribute.

If you or your insurance agent has questions related to the insurance requirements documented in Exhibit "A", please contact Chad Ellingson, Director of Risk Management at Market & Johnson, Inc. at 715-834-1213, or Alex Hudzinski at M3 Insurance Solutions at 920-455-7265.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
4/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Your Insurance Agent	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Subcontractor Name	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 1074960539

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Fa occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y				COMBINED SINGLE LIMIT (Fa accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000	Y	Y				EACH OCCURRENCE \$ see contr limit AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y				☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional (Design/Build Only) Pollution (incl Mold) Drone (if applicable)	Y	Y				Per Claim/Aggregate Poll Limit Limit 2,000,000 see contract limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: XXXX Subcontract: XXXX

Market & Johnson Inc., Project Owner, and Architect/Engineer and all others as required by written contract are included as Additional Insured on the General Liability (per forms CG2010 & CG2037 07/04 or equivalent), Automobile Liability, Umbrella Liability and Pollution Liability on a Primary and Non-Contributory Basis.
Waiver of Subrogation, in favor of the Additional Insured, is included on the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation & Pollution Liability.
30 day Notice of Cancellation is included on all policies.

CERTIFICATE HOLDER

CANCELLATION

Market & Johnson Inc. PO Box 630 2350 Galloway Street Eau Claire WI 54702-0630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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PURCHASE ORDER TERMS AND CONDITIONS MARKET & JOHNSON, INC.

1. **Applicability.** These terms and conditions of purchase (these "Terms") are the only terms which govern the purchase of the goods and any applicable related services (in all events, the "Goods") by Market & Johnson, Inc. ("Buyer") from the seller named on the reverse side of, or accompanying, these Terms ("Seller"). The accompanying purchase order printed on the reverse side of, or accompanying, these Terms (the "Purchase Order") and these Terms (collectively, this "Agreement") comprise the entire agreement between the parties. Unless specifically agreed to in writing by Buyer, any terms in Seller's quotation, acceptance, invoice, or other form supplied by Seller which are in addition to or different from the terms herein (other than additional warranties given by Seller) are hereby expressly objected to by Buyer and shall be deemed void.

2. **Delivery; Quantity.** Seller shall deliver the Goods in the quantities and on the date(s) specified in the Purchase Order or as otherwise agreed in writing or verbally by the parties (the "Delivery Date"). If Seller fails to deliver the Goods in full on the Delivery Date, Buyer may terminate this Agreement immediately by providing written notice to Seller and Seller shall indemnify Buyer against any losses, claims, damages, and reasonable costs and expenses directly attributable to Seller's failure to deliver the Goods on the Delivery Date. Seller shall deliver all Goods to the address specified in the Purchase Order (the "Delivery Point") during Buyer's normal business hours or as otherwise instructed by Buyer. If Seller delivers more or less than the quantity of Goods ordered, Buyer may reject all or any excess Goods which shall be returned to Seller at Seller's sole risk and expense. If Buyer does not reject the Goods and instead accepts the delivery of Goods at the increased or reduced quantity, the Price for the Goods shall be adjusted on a pro-rata basis.

3. **Shipping Terms; Title and Risk of Loss.** Delivery shall be made FOB Delivery Point, or as otherwise set forth on the face of this Agreement. The Purchase Order number must appear on all shipping documents, shipping labels, bills of lading, invoices, correspondence and any other documents pertaining to the Purchase Order. The risk of loss, damage, or delay in transit shall be borne by Seller until actual receipt of the Goods by Buyer at the Delivery Point in conformity with the terms of this Agreement.

4. **Inspection and Rejection of Nonconforming Goods.** Buyer or Buyer's representatives have the right to inspect the Goods on or after the Delivery Date. Buyer may inspect all or a sample of the Goods, and may reject all or any portion of the Goods if it determines the Goods are nonconforming or defective. If Buyer rejects any portion of the Goods, Buyer may (a) rescind this Agreement in its entirety; (b) accept the Goods at a reasonably reduced price; or (c) reject the Goods and require replacement of the rejected Goods. If Buyer requires replacement of the Goods, Seller shall promptly replace the nonconforming or defective Goods and pay for all related expenses, including, but not limited to, transportation charges for the return of the defective Goods and the delivery of replacement Goods. If Seller fails to timely deliver replacement Goods, Buyer may replace them with goods from a third party and charge Seller the cost thereof and terminate this Agreement for cause pursuant to Section 10.

5. **Price.** The price of the Goods is the price stated in the Purchase Order (the "Price"). Unless otherwise specified in the Purchase Order, the Price includes all packaging, transportation costs to the Delivery Point, insurance, and fees and applicable taxes, including, but not limited to, all sales, use or excise taxes. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of Buyer.

6. **Payment Terms.** Seller shall issue an invoice to Buyer on or any time after the completion of delivery and only in accordance with these Terms. Buyer shall pay all properly invoiced amounts due to Seller within 30 days after Buyer's receipt of such invoice, except for any amounts disputed by Buyer in good faith. Buyer shall have no obligation to pay invoice(s) received more than sixty (60) calendar days after the completion of the delivery. Without prejudice to any other right or remedy it may have, Buyer reserves the right to set off at any time any amount owing to it by Seller against any amount payable by Buyer to Seller.

7. **Change Orders.** Buyer, or the Project owner, shall have the unilateral right to make changes in drawings, specifications or instructions for work, quantities, methods of shipments and packaging, and schedules and places of delivery as to any Goods covered by this Purchase Order and Seller agrees to immediately comply with all such change notices. If such changes result in a decrease or increase in Seller's cost or in the time for performance, a corresponding adjustment in the price or time for performance will be made.

8. **Warranties; Indemnification.** Seller warrants to Buyer that for a period of 12 months or as specified in the Contract Documents, whichever is longer, from the Delivery Date, all Goods and as applicable, any related services, will (a) be free from any defects in workmanship, material and design; (b) conform to applicable specifications, drawings, designs, samples and other requirements as may be specified

by Buyer of the Project owner; (c) be fit for their intended purpose and operate as intended; (d) be merchantable; (e) be free and clear of all liens, security interests or other encumbrances; and (f) not infringe or misappropriate any third party's patent or other intellectual property rights. Buyer's inspection and/or acceptance of and/or payment for Goods shall not constitute a waiver by it of any warranties and such warranties shall survive inspection, test, acceptance, and use, either by Buyer or Buyer's customers. Seller shall defend, indemnify and hold harmless Buyer, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders and employees (collectively, "Indemnitees") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorneys' and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "Losses") arising out of or occurring in connection with the Goods purchased and/or labor performed, any defect related thereto, and from Seller or Seller's negligence, willful misconduct or breach of this Agreement.

9. **Compliance with Law.** Seller shall comply with all applicable laws, regulations and ordinances. Seller shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. **Termination.** In addition to any remedies that may be provided under these Terms, Buyer may terminate this Agreement with immediate effect upon written notice to the Seller, either before or after the acceptance of the Goods, if Seller has not performed or complied with any of these Terms, in whole or in part. If Buyer terminates the Agreement for any reason, Seller's sole and exclusive remedy is payment for the Goods received and accepted by Buyer prior to the termination.

11. **Insurance.** During such time that this Agreement is in effect, and notwithstanding requirements set forth in any other agreement between Buyer and Seller to the contrary (e.g., Master Agreement, etc.), Seller shall maintain the insurance policy(ies) set forth in Exhibit A attached hereto and incorporated herein by reference. Said policies shall name Buyer as an additional insured thereon. Any deviations from these requirements will require Buyer's prior review and written approval.

12. **Waiver.** No waiver by Buyer of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Buyer. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13. **Remedies.** Each of the rights and remedies reserved by Buyer in this Agreement shall be cumulative and additional to any other or further remedies provided in law or equity or in this Agreement.

14. **Assignment.** Seller shall not assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of Buyer.

15. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

16. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Wisconsin.

17. **Dispute Resolution; Jurisdiction.** All disputes and controversies between Buyer and Seller arising out of or in connection with this Purchase Order or the breach thereof shall be submitted first to negotiation and, if not resolved by negotiation, then to binding arbitration to be held in Eau Claire, Wisconsin. All arbitration proceedings shall be conducted in accordance with the applicable rules of the American Arbitration Association. Buyer and Seller shall each be responsible for and pay their respective costs, including attorneys' fees, incurred by them in preparing and presenting their case at arbitration proceedings but the costs of the arbitrator shall be shared equally by Buyer and Seller.

18. **Amendment and Modification.** These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

EXHIBIT A - INSURANCE
Minimum Insurance Coverage Limits

1. Prior to commencing any Work hereunder, the Contractor shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, or for damage to property, which may arise out of operations by the Contractor or by any subcontractor or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, the limits of liability specified in the paragraph below, or if greater, any coverage or limits of liability specified in the contract documents for subcontractors or required by law.

1.1 The Contractor shall procure the following minimum insurance coverage and limits of liability:

A. Workers' Compensation	Statutory Limits
B. Employer's Liability	\$100,000 Each Accident \$500,000 Disease – Policy Limit \$100,000 Disease – Each Employee
C. Commercial General Liability	\$2,000,000 General Aggregate – Per Project (other than Products and Completed Operations) \$2,000,000 Products and Completed Operations \$1,000,000 Personal and Advertising Injury \$1,000,000 Each Occurrence
D. Comprehensive Automotive Liability	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage \$1,000,000 Non-Owned and Hired Automotive
E. Commercial Excess Liability (Umbrella)	\$2,000,000

1.2 Commercial General Liability insurance required under this paragraph shall be on ISO Form CG 00 01 or its equivalent and include coverage for Products/Completed Operations which shall be maintained for one (1) year after completion of the work or such longer period as the contract document may require. The Contractor's indemnity obligations under Paragraph 9 of this Agreement and other contractual indemnities assumed by the Contractor under the contract documents shall be covered as "insured contracts." Commercial Automobile Liability insurance required under this paragraph shall also include coverage for all owned, hired and non-owned automobiles.

1.3 Employer's Liability, Commercial General Liability and Automobile Liability insurance may be arranged under single policies for the full minimum limits required, or by a combination of underlying policies with the balance provided by an Excess or Umbrella Liability policy.

2. Contractor shall endorse its Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability policies to add M&J as Additional Insured on a Primary and Non-Contributory Basis with respect to liability arising out of (a) operations performed M&J by the Contractor, (b) acts or omissions of M&J in connection with its general supervision of the Contractor's operations and (c) claims for bodily injury or death brought against M&J by the Contractor's employees, or the employees of Contractor's subcontractors of any tier, however caused, related to the performance the Work under this Agreement. General Liability Additional Insured shall be on ISO Forms CG 20 10 07 04 and CG 20 37 07 04 (or their equivalent). Waiver of Subrogation, in favor of the Additional Insured, shall be included on the General Liability, Automobile Liability, Employer Liability and Umbrella Liability.

3. The Contractor shall maintain in effect all insurance coverage required under this paragraph, or by the other contract documents, at the Contractor's sole expense and with insurance companies acceptable to M&J.

4. All insurance policies shall contain a provision that coverage afforded there under shall not be cancelled, or restrictive modifications added, without prior written notice to M&J as provided in the policies. Certificates of Insurance shall be filed with M&J prior to the start of the Contractor's Work. Such Certificates of Insurance shall be in a form acceptable to M&J and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements, as noted in section 2.

5. To the extent of coverage afforded by builder's risk or any other property or equipment floater insurance applicable to the Work or to equipment used in the performance of the Work, regardless of whether such insurance is owned by or for the benefit of the Contractor, M&J or its respective subcontractors and agents, M&J and the Contractor agree to waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, whether under subrogation or otherwise, for loss or damage to the extent covered by such insurance, except such rights as they may have to the proceeds of such insurance. If policies of insurance referred to in this paragraph require an endorsement to provide for continued coverage where there is a waiver of subrogation, then the owners of such policies will cause them to be so endorsed. A waiver of subrogation shall be effective as to a party even though that party would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the party had an insurable interest in the property damaged.

6. Any deductible amount applied to any loss payable under any builder's risk or other property insurance applicable the Work or Project shall be borne by the insured party whose Work is damaged in direct proportion as their individual losses shall bear to the total losses incurred in a single event, regardless of whether such loss is to work installed and completed, to materials stored on or off site, or to materials in transit. M&J does not represent that any builder's risk or property insurance applicable to the Work, if any, is adequate to protect the interests of the Contractor. It shall be the obligation of the Contractor to determine whether such insurance is in effect and provides adequate protection for its insurable interests, or whether the Contractor should purchase and maintain supplementary property insurance that it deems necessary to protect its interests in the Work.

 AIA® Document A201® – 2017**General Conditions of the Contract for Construction**

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

THE OWNER:
(Name, legal status and address)

THE ARCHITECT:
(Name, legal status and address)

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. 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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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.

§ 1.1.9 As used herein, "Contractor" and "Construction Manager" are used interchangeably.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as

binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

§ 3.3.3 The Contractor and/or the Architect, as applicable, shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice,

the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall not be responsible for defense or loss for claims of infringement of copyrights and patent rights 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.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law and subject to any cap or limitation of damages set forth herein, 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. 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. Likewise, to the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless Contractor, and Contractor's subcontractors, consultants, agents, owners and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any breach of the Contract Documents by Owner or any Separate Contractor. To the extent Contractor suffers any damages as a result of any breach of Architect's duties or its performance of its work on the Project, Contractor shall be entitled, as a third-party beneficiary of the agreement between Owner and Architect, to pursue claims against the Architect related thereto and Owner and/or Architect shall indemnify and hold harmless Contractor from and against any and all claim, damages, losses, and expenses, including but not limited to attorneys' fees, related thereto.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation. In no event shall Contractor be responsible for delays to the Project caused by Owner or Owner's Separate Contractors.

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

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

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5. Likewise, Owner shall be responsible for remediating damage that Owner or any Separate Subcontractor wrongfully causes to completed or partially completed construction by, or to property of, Contractor.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, subject to Section 8.3 below.

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both,

under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance,

heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work. Owner shall be liable and accept responsibility for any delays to the Work caused by Owner's premature occupation of the Project.

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

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

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. Contractor shall be named as an additional insured on Owner's liability policy(ies).

§ 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

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 any portion of Contractor's 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. Notwithstanding the foregoing, Contractor shall not be responsible for correcting any rejected Work that was performed by Owner or any Separate Contractor.

§ 12.2.2 After Substantial Completion

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

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, without prejudice to any other rights or remedies of Contractor and after giving seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

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

§ 14.4 Termination by the Owner for Convenience

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

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

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

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, along with any reasonable overhead and profit on the Work not executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts and demobilization costs; and the termination fee, if any, set forth in the Agreement.

§ 14.5 No Consequential Damages

In no event shall any party hereto be liable for indirect, special, incidental, consequential or exemplary damages, including but not limited to, the loss of profits or revenue, loss of use of the equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, down time costs, costs in excess of estimates loss of opportunity, loss of data, loss of goodwill, cost of purchased or replacement power, governmental penalties or sanctions imposed on Owner and/or claims of customers of the other party for such damages; and Owner hereby releases Contractor and all Subcontractors and Contractor hereby releases Owner therefrom.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

In furtherance of Section 14.5 above, Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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

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

§ 15.2 Initial Decision

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

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data

from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

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

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

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

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

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

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

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

§ 15.3 Mediation

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

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to

file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

§ 15.4.4 Consolidation or Joinder

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

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

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

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SECTION 00 73 00

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify, change, delete from or add to the General Conditions of the Contract for Construction (AIA 201 - 2017 Edition).

All articles, paragraphs, subparagraphs or clauses not altered by the Supplementary Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISIONS

Subarticle 1.2.2, add the following paragraph:

1.2.2.1 It shall, however, assign the divisions and sections of the work to the various subcontractor/supplier. Work assigned by the drawings or specifications to more than one subcontractor/supplier will be deemed to be assigned to each. Market & Johnson will determine which subcontractor/supplier shall furnish the work and will adjust the contract sums accordingly.

Subarticle 1.2.3, add the following paragraphs:

1.2.3.1 Directed, Requested, Etc: Where not otherwise explained, terms as “directed”, “requested”, “authorized”, “selected”, “approved”, “required”, “accepted”, and “permitted” mean “directed, by the architect/engineer”, “requested by the architect/engineer”, and similar phrases, however, no such implied meaning will be interpreted to extend the architect/engineer’s responsibility into the contractor’s area of construction supervision.

1.2.3.2 Approve: Where used in conjunction with the architect/engineer’s response to submittals, requests, applications, inquiries, reports and claims by the contractor, the meaning of the term “approved” will be held to limitations of the architect/engineer’s responsibilities and duties as specified in General and Supplementary Conditions. In no case will the architect/engineer’s approval or acceptance be interpreted as a release of the contractor from responsibilities to contract documents.

1.2.3.3 Furnish and Install or F&I means to provide all labor, materials, insurance, taxes, equipment, hoisting, etc. to complete the described work, per plans and specifications.

1.2.3.4 Install Only means receive delivery on board, unload, uncrate and install, including all labor, miscellaneous materials, insurance, taxes, hoisting and equipment necessary for material supplied by others. This also includes removal of debris generated by materials supplied by others.

1.2.3.5 Furnish Only means deliver, tax and freight included (FOB job site), materials to the Owner’s facility for installation by others. Delivery shall be made during standard working hours and notification of delivery shall be given to Market & Johnson 72 hours in advance.

1.2.3.6 Provide: Except as otherwise defined in greater detail, the term “provide” means “to furnish and install, complete and ready for intended use”, as applicable in each instance.

1.2.3.7 Maintain: Shall mean to keep in good working order for the duration of the project, or until no longer required, as directed by Market & Johnson.

1.2.3.8 Mechanical: Shall mean plumbing, fire protection, heating, ventilation, air conditioning, electrical, pneumatic tube, sprinkler, elevator, etc. as applicable.

Subarticle 1.2, **Correlation and Intent of the Contract Documents**, add the following paragraphs:

1.2.4 The General Conditions, Supplementary General Conditions, Special Conditions and the General Requirements along with other Division 00 and 01 sections shall apply to all sections of the

specifications. Sections of Division 01 - General Requirements govern the execution of the work of all sections of the specifications.

1.2.5 The architect shall furnish additional drawings or explanations as may be required to clarify or illustrate the work to be done, and the subcontractor/supplier shall conform to these additional drawings and explanations as part of the contract so far as consistent with the drawings and specifications. The subcontractor/supplier shall be responsible for informing Market & Johnson, in a timely manner, of any additional drawings or explanations required from Market & Johnson for the proper execution of the work and any associated cost impact within ten (10) calendar days of receipt of any project revisions. Requests for additional drawings or explanations shall be submitted in writing.

1.2.6 In the event of conflicts or discrepancies among the contract documents, interpretations will be based on the following priorities:

1. The agreement
2. Addenda, with those of later date having precedence over those of earlier date
3. The Supplementary General Conditions
4. The General Conditions of the Contract for Construction
5. The General Requirements of Divisions 00 and 01
6. The specifications
7. The drawings

1.2.6.1 In the case of an inconsistency between drawings and specifications or within either document not clarified by addenda, the better quality or greater quantity of work shall be provided by the subcontractor/supplier in accordance with Market & Johnson's interpretation.

1.2.6.2 In the event that work or materials are specified and/or shown on drawings to be done or provided by more than one subcontractor/supplier, each such subcontractor/supplier will be deemed to have figured the item and Market & Johnson will determine who shall furnish work and who shall submit credit to owner for work.

1.2.6.3 Subcontractor/supplier must provide all work and materials which any section or part of the drawings and specifications or conditions require them to provide regardless of whether such requirements are faithfully repeated in other parts or sections thereof to which the provision might be appropriate.

ARTICLE 3 CONTRACTOR

Subarticle 3.4 **Labor and Materials**, add the following paragraph:

3.4.4 Products, Materials and Equipment: Where products are specified by manufacturer and trade name with no qualifying statement, such products shall be furnished without substitution.

Subarticle 3.6 **Taxes**, add the following paragraph:

3.6.1 If you are a vendor residing in a state other than the project location and deliver goods and materials to our project in that state and include sales tax in your contract, we must receive your federal tax identification number before we will pay the sales tax amount to your company.

Subarticle 3.10 **Contractor's Construction Schedules**, add the following paragraph:

3.10.1.1 Various subcontractors/suppliers will be required to collaborate with Market & Johnson and shall develop a work schedule which integrates all the activities of the subcontractors and suppliers, and which meets the requirements of the owner and architect. The final scheduled sequence of all such activities shall be determined by Market & Johnson. All scheduling information shall be submitted to Market & Johnson within 5 days after requested. Market & Johnson shall provide periodic schedule updates throughout the duration of the project. After each schedule update, Subcontractors/suppliers shall have five (5) working days to respond, in writing, with any

proposed corrections/modifications. Failure to do so within the five-day period will serve as an implied acceptance of the updated schedule and shall make the subcontractor/supplier fully contractually obligated to meet each of the scheduled activity completion dates.

ARTICLE 5 SUBCONTRACTORS

Subarticle 5.3 **Subcontractual Relations**, add the following paragraphs:

5.3.1 Whenever possible, to assure the continued availability of materials, parts and components, the subcontractor/supplier shall obtain products from sources which maintain a regular domestic stock.

5.3.2 Employees of the subcontractor whose work is unsatisfactory to the owner, architect, or Market & Johnson, or who are considered to be careless, disrespectful, incompetent, unskilled or otherwise objectionable, shall be dismissed from work immediately upon notice from Market & Johnson. Superintendents and/or foremen will not be removed from this project unless approved in writing by Market & Johnson.

5.3.3 It shall be the duty of every subcontractor to enforce among all workers directly or indirectly employed by him all rules which the owner, architect and/or Market & Johnson may lay down for conduct of workers on the premises.

Add the following subarticle

Subarticle 5.5 Owner Tax Status

5.5.1 For an owner exempted by law under Section 77.54(9m) of the Wisconsin Stats., a Wisconsin Sales and Use Tax Exemption Certificate will be issued to each contractor to allow them to purchase products tax exempt specifically for the contracted project.

5.5.2 Only material for the contracted project may be purchased utilizing the exemption certificate. It is the responsibility of each contractor to verify this rule is followed. Market & Johnson shall not be liable for any errors or inaccuracies in each contractor's completion with this rule.

ARTICLE 7 CHANGES IN WORK

Subarticle 7.2 **Change Orders**, add the following paragraph:

7.2.2 Subcontractor/supplier change order amounts shall be limited to the following:

7.2.2.1 Direct cost of materials and trucking directly attributable to the change, plus tax and delivery.

7.2.2.2 Cost of labor directly attributable to the change. Base pay plus employee fringes, payroll taxes and insurance only.

7.2.2.3 Cost of equipment and tools directly attributable to the change.

7.2.2.4 Cost of subcontracts directly attributable to the change.

7.2.3 The change order shall be based on the cost, as stated above, plus a maximum of ten percent (10%) for overhead and profit on self-performed labor, material and equipment and five percent (5%) on sub-subcontracts. Overhead and profit, as stated above, shall include all general administrative expenses, project management, engineering, general supervision, and other labor, materials, and equipment not directly related to the change.

7.2.4 Any change order request from a Market & Johnson subcontractor/supplier for a project change, of any kind, initiated by the owner, architect, Market & Johnson or another subcontractor/supplier must be submitted no later than ten (10) calendar days after notification of

such change. A subcontractor/supplier failing to meet this time constraint will waive any rights for later claims.

Subarticle 7.3 **Construction Change Directives**, delete Subparagraph 7.3.7 and substitute with the following:

7.3.7 If none of the methods or associated amounts set forth in clauses 7.3.1, 7.3.2 or 7.3.3 are agreed upon by the owner, the architect and Market & Johnson prior to the time in which the change must be executed, the subcontractor/supplier shall proceed promptly with the necessary work involved. Any written orders shall only be a directive to proceed with the work and shall not obligate the owner or Market & Johnson to an associated change order amount until an actual change order for such work has been reviewed and approved by the owner, architect and Market & Johnson.

7.3.7.1 The cost of such work shall be determined by the owner, architect and Market & Johnson based on the facts and information submitted by the subcontractor/supplier.

7.3.7.2 The method for establishing the change order amount shall not be limited to the methods as outlined in subparagraph 7.3.3.

ARTICLE 9 PAYMENTS AND COMPLETION

Subarticle 9.3.1, add the following paragraph:

9.3.1.1 The retainage amount shall be an amount equal to not more than 10% of the subcontractor's work that has been completed. Once all work by all contractor's has been completed, approved and retainage is released by the client, this retainage amount will be released to subcontractor.

Subarticle 9.6.2, add the following paragraph:

9.6.2.1 Payment for invoices relating to subcontract agreement and/or material purchase agreement and all subsequent change orders is contingent upon returning the signed copy of the agreement to Market & Johnson.

9.6.2.2 Payment requests must be received by Market & Johnson by the date noted on the agreement to be billed in that month's payment request to the owner. Requests received after the date noted will be billed in the following month and therefore paid a month later.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

Subarticle 10.3 **Hazardous Materials**, add the following paragraphs:

10.3.7 In the event the subcontractor encounters any material on the site reasonably believed to be hazardous, the subcontractor shall immediately report the condition to Market & Johnson.

10.3.8 As stated in the outline of the OSHA Standard, a copy of the subcontractor's hazard communication program must be located on site prior to starting work. The filing of this program is required whenever laborers/workers are physically working on the project. The Material Safety Data Sheets will be required on all materials purchased and used on the project.

ARTICLE 11 – INSURANCE AND BONDS

Subarticle 11.1.1, add the following paragraph:

11.1.1.1 Any subcontractor that holds a contract with Market & Johnson or directly with the owner must adhere to the insurance requirements listed in the "Terms and Conditions of

Agreement Between Contractor and Subcontractor" of the Subcontract Agreement included in these front end specifications.

Subarticle 11.1.3 **Performance Bond and Payment Bond**, add the following paragraphs:

11.1.3.1 If requested by Market & Johnson, subcontractor shall furnish a 100% Performance Bond and 100% Payment Bond made in favor of Market & Johnson for the awarded work category(s) at the time the agreement is executed, excluding responsibility for materials purchased directly by the owner.

11.1.3.2 Procedure

11.1.3.2.1 Subcontractor/supplier shall have its surety company execute the performance bond and payment bond.

11.1.3.2.2 The surety on the bonds shall be licensed to do business in the state in which the project will take place. The surety shall be listed by the U.S. Treasury Department as accepted for bonding federal projects and the bond amount must be within the limit set by the treasury department as the maximum amount allowed on any single contract.

11.1.3.2.3 The surety's attorney-in-fact signing the bonds shall attach a current and valid certified copy of their power of attorney to each of the bonds.

11.1.3.2.4 Each bond shall be in a sum equal to 100% of the agreement price.

11.1.3.2.5 Each bond shall be dated the same date as the agreement.

11.1.3.2.6 The subcontractor/supplier shall return the performance bond and payment bond to Market & Johnson.

11.1.3.2.7 Each subcontractor/supplier shall post the Market & Johnson agreement number on the upper right hand corner of the performance bond and payment bond.

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SECTION 00 73 19
HEALTH AND SAFETY (COVID-19) REQUIREMENTS

All parties must abide by current local, state, and federal jurisdictions in regards to health and safety COVID-19 requirements.

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SECTION 01 10 00 SPECIAL CONDITIONS

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1. General

- A. Include all work described in this specification volume to produce the structure and its site appurtenances graphically illustrated on the contract drawings.
- B. These special conditions are applicable to all divisions and sections of the work included herein, and all subcontractors and suppliers must abide by the requirements set forth. The Conditions of the Contract, General Conditions, Supplementary General Conditions and these Special Conditions shall apply to all subcontractors and suppliers engaged in this work.
- C. Each subcontractor or material supplier shall inform themselves as to conditions relating to execution of their work. Neglect of this requirement will not be accepted as cause for additional compensation.
- D. The sequence of operations or the place of commencement shall be determined by Market & Johnson as deemed to best serve the needs and convenience of the owner or as necessity of occasion requires.

2. Protection

Each subcontractor shall:

- A. Notify Market & Johnson of corporate or private property if their property interferes with the work so that arrangements for proper protection can be made.
- B. Provide temporary protection around openings through structural floors and roofs, including elevator openings, stairwells, and edges of slabs.
- C. Repair and replace damaged work. If responsibility cannot be determined, the cost of repair or replacement shall be prorated among subcontractors on project.
- D. Provide care in work around temporary items installed by Market & Johnson. Subcontractor causing damage shall repair all damage.
- E. Adequately protect surrounding areas and materials, including glass, when welding, flame or abrasive cutting or other operations requiring the use of flame, arcs, or spraying devices that are necessary in the course of the work. Use only flameproof tarpaulins.
- F. Weather Protection: Provide protection against rain, snow, wind, ice, storms or heat so as to maintain work, materials, apparatus and fixtures free from injury or damage. At end of day's work, cover new work likely to be damaged. Remove snow and ice as necessary for safety and proper execution of work.

- G. Water Protection: Protect building from damage at all times from rain water, ground water, backing up drains or sewers or other water. Provide pumps, equipment and enclosures to provide this protection.
 - H. Protection of Finished Floors: Wheeling loads over a finished floor with or without planks for protection will not be permitted in anything except rubber-tired wheelbarrows, buggies, trucks or dollies. This applies to finished floors and to concrete floors, which are not scheduled to be covered with applied surfacing. Repair of any damages that result will be incurred by the responsible party.
 - I. Assume the responsibility for the protection of all finished construction within the limits of this work as well as along designated haul routes and repair and restore any and all damage to finished work to its original state.
 - J. Protection of Installed Work: Subcontractor shall protect finished floors, stairs, walls, installed products and surfaces from traffic, dust, wear, damage or movement of heavy materials by installing durable sheet materials.
 - 1) Where responsibility can be fixed, the cost for any corrective work shall be charged to the party responsible. If responsibility cannot be fixed, the cost shall be prorated among all Subcontractors in proportion to their activities in the building at the time the damage was done.
 - K. Existing Facilities: Each subcontractor shall provide and maintain proper shoring and bracing for existing underground utilities, sewers and building foundations encountered during their excavation work, and to protect them from collapse or other type of damage until such time as they are to be removed, incorporated in the new work, or can be properly backfilled upon completion of new work.
 - 1) Each subcontractor shall be responsible to provide and maintain protection during site work for all existing lawns, trees, curbs, gutters, drives, walks and buildings not noted for removal.
3. Roads
- A. Each subcontractor shall be responsible for the necessary cleaning and repairing of adjacent streets resulting from said subcontractor's operations.
 - B. Entrance and egress routes to and from site will be coordinated by Market & Johnson.
4. Use of Site
- Each subcontractor shall:
- A. Confine their equipment, storage of materials and operations of their workforce to limits indicated and shall not bring materials into the site until reasonably required for progress of work. Storage space will be confined to the area of the site or designated storage areas within the facility and as coordinated with Market & Johnson.
 - B. Repair damaged areas used for placing of sheds, offices and storage of materials shall be borne by subcontractor responsible for damage.
 - C. Assume full responsibility for damage due to the storing of materials. This also includes owner-purchased materials once they are turned over to the respective subcontractors for installation.
 - D. Not use the owner's existing buildings and facilities except as approved by the owner and Market & Johnson for construction purposes.

E. Be responsible for the dewatering and keeping their work area dry.

5. Verification of Anchor Bolt Locations

Prior to starting steel erection, the erection subcontractor shall verify the dimensional accuracy of all anchor bolt placements. This verification shall be accomplished in time to allow the completion of corrective work without delaying the scheduled erection of structural steel. The subcontractor who installed the anchor bolts shall be responsible for the cost of corrective work.

6. Ventilation

Each subcontractor shall be responsible for any ventilation required to complete their work.

7. Openings, Embedments, Supports, Blocking, Backing and Grounds

Each subcontractor shall:

- A. Be responsible for providing the blocking, backing and grounds in all walls and above ceilings necessary for the installation of their work.
- B. Make suitable preparations for the installation of their work including all piping, conduit, hangers, inserts, anchors, grounds and supports that are to be embedded in concrete, masonry walls, floors, partitions or structural members, or that are to pass through or be attached thereto. Each subcontractor shall provide and install proper sleeves, boxes, receptacles or chases for all openings or recesses to receive their work occurring in or passing through any such members, all of which shall be located accurately and secured firmly in place before any such masonry has been erected or concrete poured.
- C. Furnish and install all anchors, clips, blocking, sleeves, connections, etc., required for attachment of their work to the structure.

8. Access Panels

- A. Each subcontractor shall be responsible for furnishing the necessary access panels for items of work installed under their subcontract.
- B. Installation of all access panels shall be the responsibility of the subcontractor erecting the wall or ceiling system.
- C. If not specified, these access panels shall be approved by the architect prior to installation.

9. Demolition

- A. Rubbish and recycling dumpsters will be provided by Market & Johnson throughout the duration of the project.
- B. The demolition, removal, and off-site disposal of all existing buildings (or portions thereof), canopies, retaining walls, pavements, walks and curbs shall be the responsibility of Market & Johnson. The use of a "headache ball" is not permitted. Market & Johnson shall be responsible for providing and maintaining temporary protection of all adjacent property.
- C. The removal and off-site disposal of all existing roofing, insulation and sheet metal required to complete the new construction shall be the responsibility of demolition subcontractor.
- D. The disconnecting, capping, removal, and disposal of all plumbing fixtures, equipment, piping, and supports shall be the responsibility of the plumbing subcontractor.

- E. The disconnecting, capping, removal, and disposal of all HVAC equipment piping, ductwork, and supports shall be the responsibility of the HVAC subcontractor.
- F. The disconnecting, capping, removal, fire protection equipment, piping, and supports shall be the responsibility of the fire protection subcontractor.
- G. The disconnecting, capping, electrical equipment, piping, conduit and supports shall be the responsibility of the electrical subcontractor
- H. All other demolition, removals, and disposal, including but not limited to existing doors, windows, borrowed lights, louvers, flooring, ceilings, and partitions, shall be the responsibility of the subcontractor who is awarded the work. They shall provide and maintain the necessary rubbish removal procedures to facilitate these removals from the existing building. They shall exercise caution to avoid disrupting surrounding surfaces not scheduled for demolition.
- I. All materials and equipment obtained from the demolition operations shall belong to the subcontractor performing the demolition unless Market & Johnson notifies subcontractor prior to their removing such material. This material shall then be stored by the subcontractor at an area designated by Market & Johnson.

10. Hazardous Materials

- A. If hazardous materials are discovered in the execution of work, the following steps are required:
 - 1) **Stop work immediately in the area where hazardous material is found.**
 - 2) Notify Market & Johnson immediately.

SECTION 01 14 00

USE OF THE PREMISES

1. Description

- A. Work Included: This section applies to situations in which the subcontractor or their representatives including, but not limited to suppliers, subcontractors, employees, and field engineers, enter the owner's property.
- B. Related Work: Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these specifications.

2. Site

- A. Truck and Equipment Access: Must be coordinated with Market & Johnson.
- B. Parking: Must be coordinated with Market & Johnson and will not necessarily be on site.
- C. Subcontractor's Vehicles: Must be coordinated with Market & Johnson and will not necessarily be on site.

3. Facilities

- A. Construction personnel will not be allowed to use the owner's lunch area, or toilet facilities.

END OF SECTION

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SECTION 01 14 19

TOBACCO, ALCOHOL AND FIREARMS

1. Description

- A. No tobacco of any kind will be permitted on the project site. There are no exceptions to this rule. Any worker found with tobacco on the project site may be permanently removed from the project at the sole discretion of Market & Johnson.
- B. No alcohol of any kind will be permitted to be present on the project site. There are no exceptions to this rule. Any worker found with possession of alcohol or having alcohol present within their vehicle that is parked on the project site may be permanently removed from the project at the sole discretion of Market & Johnson.
- C. No firearms of any kind are allowed to be present on the project site. There are no exceptions to this rule. Any worker found with possession of any type of firearm or having any firearm present within their vehicle that is parked on the project site may be permanently removed from the project at the sole discretion of Market & Johnson.
- D. Non-prescription drugs are not allowed on this project site. There are no exceptions to this rule. Any worker found in violation of this rule may be permanently removed from the project site at the sole discretion of Market & Johnson.

2. Warnings

- A. Any person working for Market & Johnson, or any subcontractor or sub-subcontractor thereof, observed by Market & Johnson as being in violation will receive a verbal warning for the first offense and will be asked to leave the project for the second offense. Market & Johnson's project superintendent has the authority to ask the offender to leave the project upon the second offense.
- B. The worker may be able to return only after attending a meeting with their direct supervisor; the owner; and Market & Johnson's project manager and project superintendent, to state why they should be permitted to return to the project.

END OF SECTION

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SECTION 01 21 13 ALLOWANCES

1. Description

- A. Work Included: To provide adequate budget and bonding to cover items not precisely determined by the owner prior to bidding, allow within the proposed contract sum the amounts described below.
- B. Related Work:
 - 1) Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these specifications.
 - 2) Other provisions concerning allowances also may be stated in other sections of these specifications.
 - 3) Additional allowances may be noted within the work category narratives.

END OF SECTION

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SECTION 01 22 00
UNIT PRICES

1. Description

- A. Work Included: Provide unit pricing bid proposals as described in the section.
- B. Related Work:
 - 1) Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these Specifications.
 - 2) Some of the items mentioned in this section may be described further in other sections of these specifications.
- C. Procedures:
 - 1) Provide unit pricing to be added to or deducted from the base bid if the corresponding change in scope is accepted by the owner.
 - 2) Include within the unit price all costs, including materials, installations, and fees.
 - 3) Show the unit price amount(s) on the bid form next to their proper description.

2. Unit Price Schedule:

- A. Unit Price No. 1 – _____
/Receptable
- B. Unit Price No. 2 – _____
/Wall Pack

END OF SECTION

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SECTION 01 23 00 ALTERNATES

1. Description

- A. Work Included: Provide alternative bid proposals as described in the section.
- B. Related Work:
 - 1) Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these specifications.
 - 2) Some of the items mentioned in this section are described further in other sections of these specifications.
- C. Procedures:
 - 1) Provide alternate bid amount to be added to or deducted from the base bid if the corresponding change in scope is accepted by the owner.
 - 2) Include within the alternative bid prices all costs, including materials, installations, and fees.
 - 3) Show the proposed alternative bid amounts on the bid form next to their proper description.

END OF SECTION

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SECTION 01 30 00

SUBMITTALS (ADMINISTRATIVE REQUIREMENTS)

1. Summary

A. Submittals may be required in the sections of the specifications for Divisions 02 – 48 and may request the following:

- 1) Shop drawings
- 2) Product data
- 3) Manufacturer's instructions
- 4) Samples and colors
- 5) Schedules
- 6) Certificates and guarantees
- 7) Other items

2. Format

A. Each submittal shall have the following identification:

- 1) Project name and number as they appear on the contract documents
- 2) Name and address of the subcontractor/supplier (and submitter if not the same)
- 3) Name and telephone number of the individual to be contacted for further information
- 4) CSI section number requiring submittal
- 5) Date of submittal (or revision)
- 6) Sequential page numbers for multi-page submittals

B. The following quantities shall be submitted to Market & Johnson:

- 1) For shop drawings: One electronic file in .pdf format
- 2) For product data and manufacturer's instructions: One electronic file in .pdf format
- 3) For samples, schedules, certificates and guarantees: Three hard copies.
- 4) For other submittals: Consult Market & Johnson

C. For electronic submittals, website address and login information will be forwarded upon award of subcontract.

D. Items shall be submitted in the following sizes:

- 1) On sheets the same size as the drawings,
- 2) In 8 ½" x 11" format, or
- 3) As noted in specific sections of the specifications.

E. Items submitted which do not conform to the identification or format standards may be rejected.

3. Coordination and Timing

A. Within ten (10) days after notification by Market & Johnson, the subcontractor/supplier shall prepare a list of all required submittals and the times when such approvals will be required and deliver this list to Market & Johnson.

B. Market & Johnson will coordinate the lists and times for submittals from each subcontractor/supplier and prepare a master list for presentation to the architect and the owner.

- C. All submittals shall proceed from the subcontractor/supplier, to Market & Johnson, to architect, and back again. Each entity must review the submittal. Submittals sent out of sequence or without the appropriate reviews will be rejected.
- D. Submittals shall be made far enough in advance of the scheduled approval dates to allow adequate time for reviews, approvals, revisions and possible rejections or resubmittals. The time required for approvals by the architect and their consultants will be fourteen (14) calendar days after receipt of approved submittals from Market & Johnson.
- E. Corrections, modifications and resubmittals (e.g. of shop drawings) will not be considered as extra work. A submittal will not be considered reviewed unless it bears the stamp and signature of the architect.
- F. The owner, architect and Market & Johnson reserve the right to reject any work, materials, or equipment fabricated or installed without appropriate submittals.
- G. Whenever possible, shop drawings and product data shall be submitted at the same time. Partial lists may not be considered. Identify each drawing with the Market & Johnson subcontract number and complete title of the project.
- H. Shop drawings shall show layout, location, details, attachment means, abutment, joint conditions, installation, schedules, setting and manufacturer's literature and technical data of parts of work as specified. Make shop drawings accurately to a scale to show pertinent features of the item and the connection to work.
- I. Subcontractor/supplier shall note corrections or changes requested by architect on the previous submittal and shall note revision. Shop drawings or project data, not bearing the approval stamp of the subcontractor/supplier, or containing deviations from the contract documents, will be returned to the subcontractor for resubmittal with necessary requirements. Corrections or changes indicated on shop drawings or product data shall not be considered as extra work. No final drawings will be considered approved unless it bears the stamp of review and the signature of architect.
- J. Prior to submittal for review, use means necessary to coordinate material, including the following procedures:
 - 1) Determine and verify the field dimensions and conditions, materials, catalog numbers and similar data. Indicate deviations from contract documents.
 - 2) Coordinate as required with trades involved. Submit copies to other trades whose work is affected.

4. Architect's Action

- A. Except for submittals for record, information or similar purposes where action and return is required or requested, the architect will review each submittal, mark to indicate action taken, and return promptly.
- B. Compliance with specified characteristics is the subcontractor/supplier's responsibility.
- C. Action Stamp: The architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked to indicate the action taken.

5. Samples

- A. Samples shall consist of physical examples furnished by the subcontractor/supplier in sufficient size and quantity to illustrate materials, equipment or workmanship and to establish standards by which the work will be judged.

- B. To establish the acceptable level of quality, the applicable subcontractor/supplier shall be responsible for producing various sample construction items when directed by Market & Johnson and as required by the following list:

- 1) Paving, sidewalks, and curbs (reconstruction)
- 2) Concrete floor slabs
- 3) Architectural concrete (cast-in-place)
- 4) Typical precast concrete wall sections (including window unit and caulked joint)
- 5) Typical ceramic tile installation
- 6) Seamless floor joints
- 7) Painted walls and ceiling
- 8) Vinyl fabric seams
- 9) Caulking of casework
- 10) Caulking of toilet accessories
- 11) Drywall construction above ceiling (including penetrations and detail at structure above)
- 12) Duct joints and welds
- 13) Pipe welds
- 14) Duct and pipe insulation
- 15) All other sample construction items required elsewhere in the Contract Documents

All sample construction items shall be a part of the permanent work with the location to be determined by Market & Johnson.

All sample construction items that do not meet the requirements of the contract documents will be removed and reconstructed until made acceptable at no additional cost to Market & Johnson or to the owner.

- C. Submit transmittal letter requesting approval and pre-pay transportation charges to Market & Johnson's office on samples forwarded. Subcontractor shall submit new samples as required until architect approves sample.

6. Certificates

- A. Submit all certificates as required by the contract documents in triplicate before such portions of the work requiring certificates are scheduled to begin.
- B. Certificates shall be signed by a qualified officer of the company, and duly notarized.

7. Loose and Detachable Parts

- A. The subcontractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this contract, until completion of the work and shall then turn them over to Market & Johnson. Subcontractors shall obtain an itemized receipt for their files and shall attach the other two copies to their request for final payment for the work.

END OF SECTION

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SECTION 01 31 13 COORDINATION

1. Site and Construction Conditions

- A. Information pertaining to preliminary investigations appear on drawings. While such data has been collected with reasonable care, there is no expressed or implied guarantee that conditions indicated are entirely representative of those actually existing and that unanticipated developments may occur. Subcontractor must put their own interpretation on results of such investigation and shall satisfy themselves as to materials to be excavated and materials upon which fill or other work may be placed. Where underground services, utilities, structures, etc., are located on drawings or given at site, they are based on available records, but not guaranteed to be complete or correct. They are merely given to assist each subcontractor in determining location.
- B. The owner and their representatives reserve the right to enter the property or site on which the work herein described is to be constructed or installed to perform work, as the owner may desire. Such collateral work will be constructed or installed with as little hindrance or interference as possible. The subcontractors hereby agree not to interfere with, or prevent the performance of such collateral work authorized by the owner or to claim any extra compensation or damages by delay or hindrance, which may be caused by such construction or installation of such collateral work.
- C. Prior to starting construction, Market & Johnson, the architect, or their representative shall check existing curb, city walk and access site. Except for work shown to be repaired or replaced as part of contract price, any other work such as curbs, drives, sidewalk that has been damaged by subcontractor during this project will be replaced at the subcontractor's expense.
- D. Starting of work by the subcontractor implies his acceptance of the work by others. Removal and replacement of work applied to defective surfaces in order to correct defects shall be done at the expense of the subcontractor who applied work to defective surfaces.
- E. Each subcontractor shall give due notice and proper information to other subcontractors of any special provisions necessary for the placing and setting of their work coming in contact with work of other subcontractors. If the subcontractor fails to give proper notice, they shall be held responsible and shall pay for any and all alterations and repairs necessitated by such neglect.
- F. Subcontractors shall perform work in proper sequence and in relation to that of other subcontractors and as coordinated by Market & Johnson. Mechanical and electrical subcontractors shall fit their work into structure as job conditions may demand. Market & Johnson shall make final decisions as to right-of-way and run of pipes, ducts, etc., at regularly prearranged meetings with responsible representatives of architect and subcontractors. Any costs caused by defective or ill-timed work shall be borne by the party responsible for that work.
- G. Each subcontractor shall obtain complete data at the site and inspect surfaces and areas that are to receive their work before proceeding with the work; shall be solely responsible for accuracy of measurement taken, information obtained, layout or due to failure report deficiencies.
- H. Each subcontractor shall be responsible for any required street cleaning made necessary by their respective firms or their suppliers.

2. Jurisdiction Disputes

- A. Market & Johnson will endeavor to specify the work under the proper headings so that it will relate to the separate construction trades in accordance with accepted jurisdictional rulings. However, Market & Johnson shall not be responsible for any differences that may arise due to disputes between the trades in this respect. It shall be the responsibility of the subcontractor, working with the trades, to determine which of the trades is to perform any particular part of work, and the inclusion of any branch under any particular heading in this specification is not to be construed as a directive in any way.

3. No Interruption of Occupancy

- A. All work requiring interruption of occupancy shall be approved by and coordinated with Market & Johnson and the owner.

4. Disruption of Existing Services

- A. All work relating to the disruption of existing services shall be coordinated with Market & Johnson and the owner.
- B. If the owner should require that a portion of the work to be performed outside of normal working hours, reimbursement shall be made for premium time expenses only, without markup.

5. Communications

- A. All subcontractors shall forward all communications to Market & Johnson. Direction given directly to the subcontractor by the architect and/or owner will not be considered binding.

6. Coordination Drawings

- A. Subcontractors responsible for the items of work located in or above ceilings shall participate in preparation of coordination drawings if required by Market & Johnson.

The following, in descending order, is the precedence assigned the work items for space priority. An exception to the precedence listing would be the gravity flow requirements for plumbing waste and roof drainage.

- 1) Recessed light fixtures
 - 2) Pneumatic tube and other record or material conveying systems
 - 3) Ductwork and appurtenances
 - 4) Plumbing waste and roof drainage
 - 5) Fire protection (sprinkler system)
 - 6) HVAC piping
 - 7) Plumbing vent, water and medical gas piping
 - 8) Electrical conduit
- B. After award of contracts and prior to start of construction, Market & Johnson will schedule a meeting with the subcontractors responsible for the work items listed above. The purpose of the meeting is to introduce the coordination program and to determine its implementation in relation to the progress schedule.
- C. Prior to coordination meeting, the HVAC subcontractor will provide to Market & Johnson coordination drawings showing column center lines, interior partition locations, and ceiling heights. The HVAC subcontractor, with reference and consideration to the structural, mechanical, electrical, fire protection, plumbing and reflected ceiling plans, will draw, to scale, their proposed installation showing duct sizes, equipment layouts, and dimensions from column lines and from finished floors to bottom of ducts. Ductwork will be maintained as tight

as possible to the underside of floor slabs and/or beams. In congested areas, the HVAC subcontractor will, in addition, prepare drawings in section view. During this phase of the program, it will be the electrical subcontractor's responsibility to furnish the HVAC subcontractor with recessed lighting installation and clearance requirements. This information will be outlined on the drawings by the HVAC subcontractor.

- D. The ductwork layouts will be produced in sequence as mandated by the project schedule. The earliest area indicated in the schedule will receive the first effort, etc.
- E. When the ductwork drawings for the earliest scheduled area have been completed (time limitation as determined at the initial coordination meeting), the HVAC subcontractor will provide Market & Johnson with one set of coordination drawings for each participant in the effort. Market & Johnson will distribute the drawings to the participating subcontractors for their use in drawing thereon the major components for their proposed installations using the general scheme shown on the contract drawings as a guide.

The major components to be indicated include (but are not limited to):

- 1) Roof drain leaders
- 2) Large (3 inches and over) waste piping
- 3) Sprinkler mains
- 4) Heating mains
- 5) Cooling mains
- 6) Conveying systems
- 7) Significant conduit runs
- 8) Cable trays
- 9) Duct mains and branches

Information delineated will be distance from column center lines, pipe/equipment size and distance from finished floor to bottom of pipe equipment.

- F. Within a period not to exceed one (1) week after distribution of the drawings, Market & Johnson will schedule a meeting with the participating subcontractors at which time, the drawings will be overlaid to identify areas of conflict. All parties will then cooperate in resolving the conflicts. Records of the agreements will be entered on the HVAC subcontractor's drawings, acknowledged by all participants by signature in a space provided for this purpose, and two revised copies distributed to all involved parties. All drawing reproduction costs will be borne by the HVAC subcontractor. The above drawing, review and coordination process will be repeated until all areas on the project have been coordinated as determined by Market & Johnson.
- G. In the event a subcontractor fails to cooperate in the coordination program, they will be held responsible for all costs incurred for adjustments to the work of others made necessary to accommodate the uncooperative subcontractor's installations.
- H. When a change order request is issued, the affected subcontractors shall review the coordination drawings and bring to the attention of Market & Johnson any revisions necessary to the work of others not directly affected by the change order.

END OF SECTION

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SECTION 01 31 19 MEETINGS

1. Description

- A. Work Included: To enable orderly review during progress of the work and to provide for systematic discussion of problems, Market & Johnson will conduct project meetings throughout the construction period.

2. Meeting Schedule

- A. Project meetings will be held at times designated by Market & Johnson. Subcontractors shall attend all project meetings required by Market & Johnson and shall furnish regular progress reports on the work and the status of materials and equipment under their contracts. Subcontractors shall send a representative authorized to make binding decisions on behalf of the subcontractor's company to all required meetings.

3. Pre-construction Meeting

- A. A pre-construction meeting, if required, will be scheduled to be held after verbal notice to proceed.

- 1) Authorized representative(s) of the subcontractor shall attend.
- 2) Market & Johnson will advise other interested parties, including the owner and the architect, and request their attendance.

- B. Agenda:

- 1) Introductions
- 2) Roles and responsibilities / communication lines
- 3) Construction documents
- 4) Schedule
- 5) Contract agreements
- 6) Tax exempt purchase
- 7) Billing instructions
- 8) Changes in the work / RFI's
- 9) Submittals
- 10) Color charges / samples
- 11) Safety
- 12) Jobsite
- 13) Weekly cleaning
- 14) Code approvals
- 15) Demolition items
- 16) LEED
- 17) Items "by owner"
- 18) Site visits by A/E team
- 19) Record drawings and closeout documents
- 20) Meetings
- 21) Testing and inspections

4. Weekly Progress Meetings

- A. Weekly meetings shall be held at the job site. Market & Johnson shall update the CPM schedule to reflect the current status of the project. During the presentation Market & Johnson will specifically address those critical areas of concern as determined by the schedule update where immediate action by the subcontractors is required.

To the maximum extent practical, assign the same person or persons to represent the subcontractor at project meetings throughout the progress of the work. Subcontractors, material suppliers, and others may be invited to attend those project meetings in which their aspect of the work is involved.

B. Agenda for progress meetings shall be as follows:

- 1) Safety
- 2) Schedule
- 3) Submittals
- 4) RFI's
- 5) Scope changes
- 6) Open items

C. Subcontractors shall fill out the "Contractor Weekly Status Report" and turn in to Market & Johnson's project superintendent one day prior to weekly meetings.

6. Pre-Installation Meetings

A. Pre-Installation meetings shall be held at the job site for all construction activities with on-site labor and for other activities as deemed necessary by Market & Johnson.

B. Pre-Installation meetings shall be attended by Market & Johnson's superintendent, project manager, the subcontractor's superintendent and project manager and (when appropriate) the owner and architect's representative.

C. Agenda for pre-installation meetings shall be as follows:

- 1) Introduction
- 2) Review of specifications
- 3) Shop drawings / samples
- 4) Schedule and job mobilization
- 5) Coordination
- 6) Review anticipated punch list items
- 7) Recap



Adding Value to Everything We Do

CONTRACTOR WEEKLY STATUS REPORT

PROJECT NAME: _____

PROJECT NUMBER: _____

SUBCONTRACTOR: _____

DATE: _____

Work Completed In Last 5 Days:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Work Planned For Next 5 Days:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Safety/Coordination Issues:

Signature _____

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SECTION 01 32 16

CONSTRUCTION SCHEDULES

1. Description

A. Work Included:

- 1) To ensure adequate planning and execution of the work so that the work is completed within the number of calendar days allowed in the contract.
- 2) To assist Market & Johnson in appraising the reasonableness of the proposed schedule and in evaluating progress of the work.
- 3) To prepare and maintain the schedules and reports described in this section.

B. Related Work:

- 1) Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these specifications.
- 2) Requirements for progress schedule: General Conditions.
- 3) Construction Period: Form of Agreement.

C. Definitions:

- 1) "Day," as used throughout the contract unless otherwise stated, means "calendar day."

2. Scheduling Requirements

A. Market & Johnson shall utilize the CPM (Critical Path Method) schedule to plan, coordinate, and manage all construction activities of the subcontractors and suppliers. Subcontractors shall complete their work in accordance with the CPM schedule and/or current job progress. The project CPM schedule supersedes any bid schedule noted in this section at no cost to Market & Johnson.

B. Market & Johnson reserves the right to assist the various subcontractors in the expediting of their material and equipment deliveries without assuming the responsibility for said deliveries. Upon request, the subcontractors shall furnish copies of their equipment and material purchase orders, including scheduled shipping and receiving dates, to Market & Johnson.

C. Whenever it becomes apparent from the monthly "updated" schedule that any activity completion date may not be met, the responsible subcontractor(s) shall take some or all of the following actions at no additional cost to the owner or to Market & Johnson.

- 1) Increase construction manpower in such quantities that will substantially eliminate the backlog of work and put the project back on schedule and/or keep up with current job progress.
- 2) Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the above which will substantially eliminate the backlog of work and put the project back on schedule and/or keep up with current job progress.
- 3) Reschedule activities to achieve maximum practical concurrence of activities to put the project back on schedule and/or keep up with current job progress.

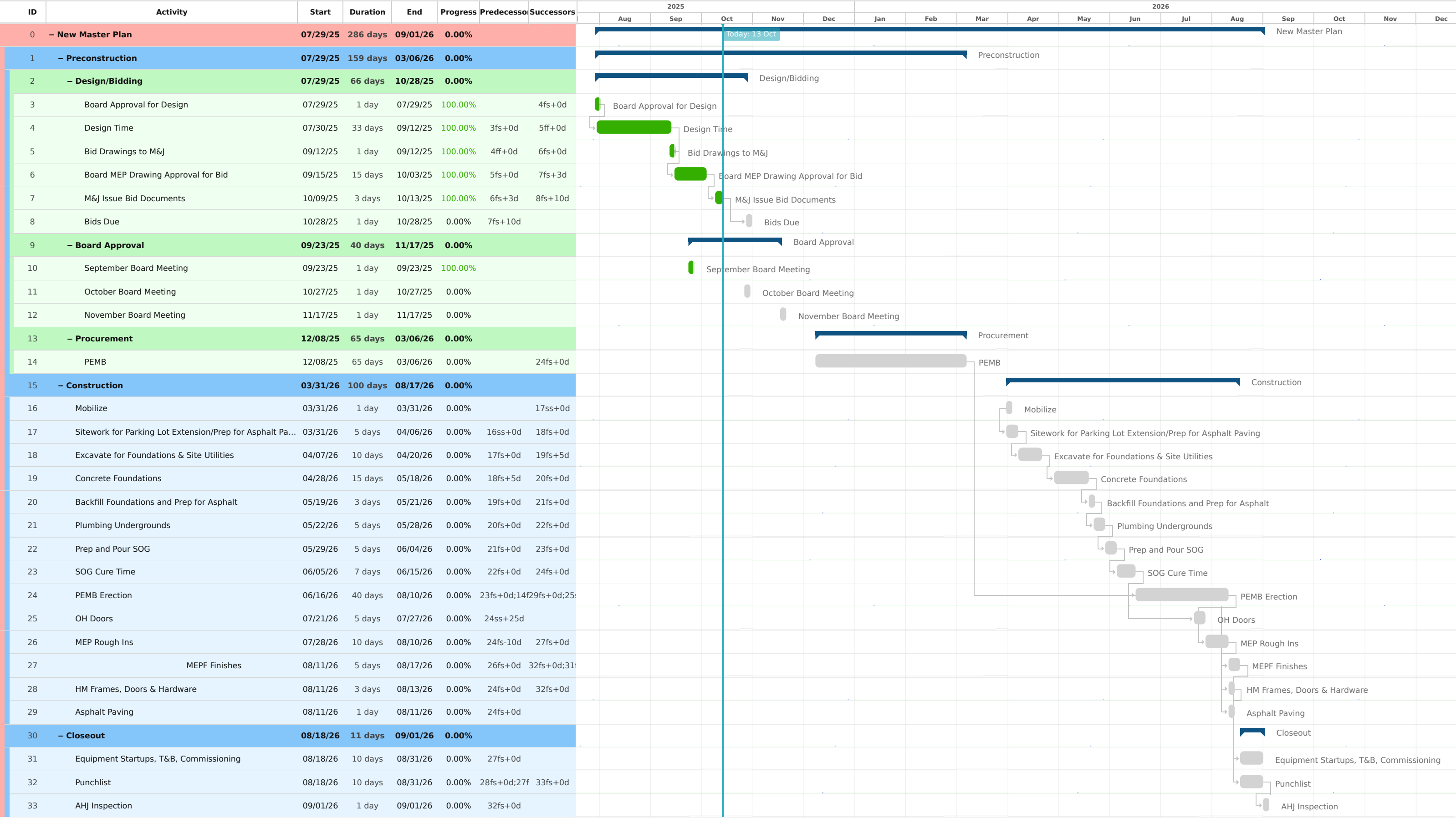
If a subcontractor fails to take any of the above actions within forty-eight (48) hours after receiving written notice, Market & Johnson shall take action to attempt to put the project back on schedule and/or keep up with current job progress and deduct the cost of such actions from the compensation which is or will become due the subcontractor.

- D. See the attached project schedule.

END OF SECTION



3386 Birchwood School Maintenance Building
Bid Schedule



General

- Parent Activity
- Child Activity
- Baseline
- (+ # days) Delay
- Milestone
- Links

Status

- Completed
- Overdue
- Ahead
- Uninitiated

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SECTION 01 35 00

SUBCONTRACTOR SAFETY REQUIREMENTS

1. Implementation

- A. Each subcontractor is responsible for their own safety program in accordance with applicable provisions of the Occupational Safety and Health Act.
- B. Each subcontractor shall be responsible for payment of all fines and/or claims for damages levied against Market & Johnson and/or the owner for safety deficiencies relating to conduct of subcontractor's work.
- C. Every subcontractor shall comply with all applicable local, state and federal safety and health regulations.
- D. Safety Procedures for Contractors and/or Subcontractors
 - 1) As a subcontractor and employer, you are required by federal and state occupational safety and health regulations, standards, codes, rules and regulations, to provide protection for customers, employees and the public who may come into contact with your operations.
 - 2) Employee Safety Orientation and Safety Meetings

Each subcontractor or its sub-subcontractor(s) shall follow OSHA Act 1926.21 (2) requirements that state, "Each employer shall instruct each employee in the recognition and avoidance of unsafe conditions and the regulations applicable to its work environment".
 - 3) Accident Reports

In the case of an injury to an employee of the subcontractor or its sub-subcontractor(s) requiring treatment in addition to first aid, the employer will furnish Market & Johnson the "First Report of Injury" and a Foreman's Accident Report within 24 hours after the occurrence.

In the case of an accident involving property damage or injury to a person who is not an employee of the contractor, the subcontractor or its sub-subcontractor(s), Market & Johnson will be immediately notified, and a Foreman's Accident Report will be submitted within 24 hours after the occurrence.

END OF SECTION

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SECTION 01 35 05

FIRE PRECAUTIONS AND PROTECTION

1. Description

- A. Provide adequate fire protection during the construction process.

2. Fire Extinguishers

- A. Market & Johnson will provide and maintain in working order during the entire construction period, fire extinguishers as required and suitable for any possible class or type of fire.
- B. In addition, each subcontractor who maintains an enclosed shed on the premises for storage of materials or as a workshop, or for the convenience of workmen, shall provide and maintain one fire extinguisher for each shed.

3. Fire Protection of Construction Activities

Each subcontractor shall:

- A. Provide adequate protection and shielding of workers and materials during welding, flame cutting, sparking devices, etc.
- B. Provide the necessary personnel and fire fighting equipment to effectively control fires resulting from welding flame cutting or other operations involving the use of flame and sparking devices.
- C. Not permit open fires.
- D. Have their superintendent in charge of the project meet with Market & Johnson to review the entire project on intervals as requested by Market & Johnson to make certain that they adhere to the conditions and requirements set forth herein.
- E. Take all necessary precautions to guard against and eliminate all possible fire hazards in accordance with all fire protection and prevention laws and codes. Also, all necessary precautions shall be taken to prevent damage to any construction work, building materials equipment, temporary field offices, storage shed and all other property.
- F. Use only Underwriter's Laboratory approved heaters and/or stoves in field offices or storage sheds. They shall have fire resistive materials underneath and at the sides near partitions and walls. Pipe sleeves and a fireproof covering shall be used where a stove pipe runs through wall or roof.

4. Permanent Fire Protection Systems

- A. Permanent fire protection water supply, fire extinguishing equipment, and fire protection systems shall be installed at the earliest possible date.
- B. The fire protection subcontractor shall maintain the existing fire protection system during all remodeling work.
- C. The fire protection subcontractor shall furnish, install, and maintain a temporary standpipe system during new construction. This system shall be in accordance with all local, state and federal requirements.

END OF SECTION

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SECTION 01 35 60

CUTTING AND PATCHING

1. Coordination

- A. Each subcontractor shall be responsible for the cutting and patching of all holes and openings through walls and partitions, and all holes and openings through floors, ceilings, and roofs necessary for the installation of their work. If the location for a hole or opening is through either a new or existing joist, beam or column, the subcontractor shall notify Market & Johnson who, after consultation with the architect, will instruct the subcontractor how to proceed.
- B. In the event of a conflict, precedence or priority in installing piping, ductwork, conduit, etc., in close quarters shall be determined by Market & Johnson. Subcontractor shall confer and cooperate with other trades providing work in confined areas.
- C. Any costs caused by ill-timed work shall be assigned by Market & Johnson to the responsible subcontractor.

2. New or Existing Construction

- A. Each subcontractor shall furnish and install all sleeves, anchors, inserts, supports, caulking, fire safing and insulation required for their openings. Where lintels are required for openings but not shown on the drawings, they shall be provided by the subcontractor requiring the opening for their work.
- B. All cutting shall be carefully done to minimize repair.
- C. Core drill all holes six (6) inches in diameter or smaller, except for holes in post-tensioned slabs. The use of electrical or pneumatic hammers is not permitted unless approved by Market & Johnson. For larger openings, saw-cut outline and break out; exercise care to prevent spalling on reverse sides. Coring machines shall have warning devices indicating contact with steel or other metals. Subcontractor shall secure any local permits or approvals required for the use of cutting or burning torches.
- D. Each subcontractor shall include patching of openings both rough (substrate) and finish surfaces (where already existing). All patching shall be done in a neat and workman-like manner and shall match adjacent surfaces. All existing openings less than 12" in any direction and not reused shall be keyed and poured flush with existing floor or roof and reinforced with 6x6 x 6/6 WWM. (Refer to Division 03 specifications for concrete.) Any existing opening more than 12" in any direction, and not to be reused shall receive a 4 x 4 x 1/4 angle around entire opening perimeter, secured to existing slab with 1/2" expansion bolts at 24" o.c., reinforced with #4 bars at 8" each way and poured flush with existing floor or roof. (Refer to specifications for concrete to be used.)
- E. Any sprayed fireproofing damaged by cutting or patching shall be repaired or replaced by the responsible subcontractor.
- F. The temporary removal and replacement of ceilings not scheduled for replacement shall be the responsibility of the subcontractor requiring access.
- G. All removals, relocations, and restorations required for the execution of a subcontractor's work shall be the responsibility of that subcontractor, unless noted otherwise in a specific section of the specifications and/or on the drawings.
- H. Painting of patched areas shall not be required unless noted otherwise in the room finish schedule or elsewhere in the contract documents.

- I. The subcontractor shall be responsible for the cutting and patching of all required beam pocket and slab recesses, for the installation of their work.
- J. Post-Tensioned Slabs: Written approval must be obtained by Market & Johnson prior to core drilling of post-tensioned slabs. Hole locations are to be laid out, indicating size of hole to be cored, distance from column center lines to center of hole. Any cost associated with verifying hole locations to be paid by subcontractor.
- K. Where mechanical ductwork, piping, conduit, etc., extends below finish line, ceiling contractor shall provide additional ceiling drop and soffit material matching adjacent ceiling to conceal mechanical work. Coordinate work with architect/engineer and mechanical trade.
- L. The subcontractor shall be responsible to seal all openings through fire-rated construction, either horizontal or vertical, caused by their work with the appropriate material to maintain five-rating indicated.
- M. The roofing contractor shall include the patching of all openings in existing roof not to be reused to a watertight seal. (Refer to mechanical drawings and actual field conditions for locations.)
- N. Where new finishes or materials are scheduled, Market & Johnson shall remove existing finishes or materials and the subcontractor who is responsible for the substrate on the project shall prepare existing surfaces for application of new finishes.
- O. Where existing finishes or materials are damaged or disturbed by new construction in areas where no new finishes or materials are scheduled, the existing finishes and materials shall be patched to match adjacent finishes. If original existing finish is no longer available, a similar finish, as approved by architect, may be substituted at no additional cost to owner.
- P. Each subcontractor to complete their section of work shall refer to plumbing, HVAC, electrical and other mechanical drawing for patching of existing finishes and materials required because of relocation or removal of existing mechanical and electrical equipment, fixtures, and other work.

END OF SECTION

SECTION 01 40 00

QUALITY ASSURANCE

1. Mock-ups

- A. Where required by the specifications, the subcontractor shall provide full scale mock-ups in the sizes required by the section requiring the mock-up.
- B. All materials, fasteners, systems, etc., shall be identical to the products and technique specified for use on the project.
- C. Market & Johnson shall determine when the subcontractor shall construct each mock-up, but this scheduling shall not delay the project in any way and shall allow adequate time for review by the architect and the owner, and adequate time for reconstruction of the mock-up in the event it is found unacceptable.
- D. Market & Johnson shall notify the architect and the owner when mock-ups are ready for review. Mock-ups shall be a part of the permanent construction.

2. References

A. Quality Assurance

- 1) For products or workmanship specified by association, trade, or federal standard comply with all provisions of the standard for the date of issue specified. Where no issue date is referenced, comply with the issue current at the date of execution of the contract agreement.
- 2) Where reference standards conflict with other provisions of the contract documents, the subcontractor shall notify Market & Johnson, who shall request a clarification in writing from the architect before proceeding with any affected work.
- 3) It is the responsibility of the subcontractor to obtain reference standards. Market & Johnson is not required to keep copies of these documents at the site.
- 4) The use of reference standards shall not modify or alter the contractual relationship of the parties by any mention or inference contained with any reference document.

END OF SECTION

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SECTION 01 45 21

ROOFING INSPECTION SERVICES

1. Description

- A. Work Included: Provide roofing inspection services as specified herein and as needed for a complete and proper installation.
- B. Related Work: Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 01 of these specifications.

2. Submittals

- A. Comply with pertinent provisions of Section 01 30 00 Submittals.
- B. Secure Market & Johnson's advance approval of date and time for roof substrata inspection and pre-roofing meeting.
- C. Records: The roofing subcontractor shall:
 - 1) Maintain a complete and legible file, in chronological order, containing a copy of each report, and other communication received relative to the work of this section.
 - 2) Upon completion of the work of this section, deliver a copy of the complete file to Market & Johnson.

3. Roofing Inspection Services

- A. If required, Market & Johnson will hire the services of a roofing inspection firm. The roofing subcontractor shall cooperate fully.

4. Coordination

- A. The roofing subcontractor shall coordinate as necessary with other trades to assure proper and adequate provision in the work of those trades for interface with the work of this section.

5. Pre-Roofing Meeting

- A. Not less than three nor more than ten calendar days prior to scheduled start of roofing installation, a roofing substrata inspection and pre-roofing meeting shall be conducted at the job site.
 - 1) Visually inspect all substrata upon which roofing is scheduled to be applied.
 - a) Determine general acceptability and determine areas that require further preparation.
 - b) Determine acceptable remedies for unacceptable areas.
 - 2) Discuss the proposed schedule for installation of the roofing and reach agreement as to dates of start and finish of installation of the roofing.
 - 3) Discuss proposed methods for installation of the roofing, and the equipment and personnel to be used.

- 4) Discuss inspection methods to be used, reports to be issued by the roofing inspector, responsibilities and limits of the roofing inspector, and potential problems arising from use of methods not agreed to in the pre-roofing meeting.

6. Inspection During Roofing Installation

The roofing inspector shall:

- A. Verify that materials delivered to the jobsite are those approved by architect for use on this work.
- B. Visually observe installation of roofing, including, but not necessarily limited to:
 - 1) Verify use of installation procedures agreed upon in the pre-roofing meeting.
 - 2) Call attention to the subcontractor's representative on the job regarding unacceptable methods and unacceptable results.
 - 3) Report to Market & Johnson and to the architect if the subcontractor fails to correct unacceptable methods or unacceptable results.

7. Reports

The roofing inspector shall:

- A. Make daily written reports of roofing inspection activities, delivering copies to the roofing subcontractor and others as agreed in the pre-roofing meeting.
- B. Upon completion of the roofing installation, compile a comprehensive report covering activities performed under this section, and deliver a copy of the report to
 - 1) The architect
 - 2) Market & Johnson
 - 3) The roofing subcontractor; and
 - 4) Others as agreed in the pre-roofing meeting.

8. Limits of Roofing Inspector's Responsibility

- A. The roofing inspector is not empowered to:
 - 1) Act for, or in lieu of, representatives of the governmental agencies having jurisdiction.
 - 2) Give directions to Market & Johnson, subcontractor or workers on the job.
 - 3) Revise any part of the contract documents; or
 - 4) Approve any change in the methods agreed upon in the pre-roofing meeting.
- B. Failure of the roofing inspector to notice unacceptable methods or unacceptable results during progress of work will not absolve the subcontractor from their responsibility to complete the work in accordance with the specified requirements and the agreed methods.

END OF SECTION

SECTION 01 45 29

TESTING LABORATORY SERVICES

1. Description

A. Work Included:

- 1) Cooperate with the owner's selected testing agency and all others responsible for testing and inspecting the work.
- 2) Provide such other testing and inspecting as are specified to be furnished by the subcontractor in this section and/or elsewhere in the contract documents.

B. Work Not Included:

- 1) Payment for initial testing: The owner will pay for all initial services of the testing laboratory as further described in Paragraph 2 of this section.

2. Payment for Testing

A. Initial Services: The owner will pay for initial testing services requested by the owner.

B. Re-testing: When initial tests indicate non-compliance with the contract documents, subsequent re-testing occasioned by the non-compliance shall be performed by the same testing agency, and costs thereof will be deducted by Market & Johnson from the appropriate subcontractor.

3. Code Compliance Testing

A. Inspections and tests required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and shall be paid for by the subcontractor, unless otherwise stated in the contract documents.

4. Subcontractor's Convenience Testing

A. Inspecting and testing performed exclusively for the subcontractor's convenience shall be the sole responsibility of the subcontractor.

5. Cooperation with Testing Laboratory

A. Representatives of the testing laboratory shall have access to the work at all times and at all locations where the work is in progress. Facilities for such access shall be provided to enable the laboratory to perform its functions properly.

6. Taking Specimens

A. All specimens and samples for testing, unless otherwise provided in the contract documents, shall be taken by the testing personnel. All sampling equipment and personnel will be provided by the testing laboratory. All deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

7. Schedules for Testing

A. Establishing Schedule: By advance discussion with the testing laboratory, determine the time required for the laboratory to perform its tests and to issue each of its findings.

B. Adherence to Schedule: When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to

incompleteness of the work, all extra charges for testing attributable to the delay may be back-charged to the subcontractor.

- C. Concrete Testing: Slump, air content, water content, and temperature tests will be performed with each set of compression test cylinders.
 - 1. Compressive Strength Testing: Comply with ASTM C31, C172-99, C39.
 - a. Provide a minimum 4 cylinders from each day's pour. In excess of 50 cubic yards per day requires 4 cylinders per 50 cubic yards.
 - 2. Slump Testing: Comply with ASTM C157.
 - 3. Water Content Testing: Comply with AASHTO T318.
 - 4. Flatness/Levelness Testing: Comply with ASTM E1155, using a "dipstick profiler" within 72 hours of concrete placement.
- D. Sitework/Excavation:
 - 1. Field Density Testing: Provide 1 test per 2,500 square feet per lift of fill, meeting 95% modified proctor if not otherwise specified.
 - 2. Column Pads: Provide 1 test at each column pad.
 - 3. Foundations: Provide 1 test per each 50 linear feet of foundation.

END OF SECTION

SECTION 01 51 00

TEMPORARY UTILITIES

1. Description

- A. Temporary Utilities: electricity, lighting, heat, ventilation, telephone service and sanitary facilities.

2. Temporary Electricity

- A. If any subcontractor contemplates the use of the equipment that requires a different voltage or greater capacity than that specified, they shall arrange with the utility company for this additional service and pay for installation of the service and the necessary additional switches and wiring required.
- B. Each subcontractor shall provide and pay for installation of temporary service for lighting of their temporary trailer.
- C. Temporary Construction Power and Lighting: The electrical subcontractor shall provide construction lighting and temporary power as directed by Market & Johnson to provide and maintain minimum lighting and receptacle outlets throughout the construction area to permit safe pursuit and examination of work.
 - 1) The electrical subcontractor shall provide ground fault circuit interrupter (GFCI) protected systems wherever feasible for all temporary power.
 - 2) The GFCI protected systems shall be tested weekly for correct operation of the GFCI device. The test shall be conducted by the electrical contractor's designated "competent person" as defined by OSHA.
 - 3) The electrical subcontractor shall provide sufficient quantity of temporary power outlets such that it would require no more than a 100-foot extension cord to reach any work area and of sufficient design that usage does not disrupt operations.
 - 4) The electrical contractor shall provide a minimum of 10-foot candles (as measured at the floor level) throughout the work area. The light fixture locations shall be modified as construction progresses so that the light level of 10-foot candles is always maintained.
 - 5) Grounding: Comply with applicable codes relating to permanent work. Permanent grounding system may be utilized for temporary system.
 - 6) Overload Protection: Comply with applicable codes relating to permanent work.
 - 7) In effort to prevent blackout situations, temporary lighting shall be run on its own circuit and should not be used to also provide general temporary power as part of a branch circuit.
 - 8) Task requiring light levels above the temporary lighting requirements shall be provided by individual subcontractor requiring it.
- D. Market & Johnson will pay for all electrical energy consumed for construction purposes for all trades including that required for operation of ventilating equipment, for heating of buildings, and for testing and operating of all equipment.
- E. All subcontractors shall furnish their own extension cords and lamps other than those for general lighting.

- F. Subcontractors shall be allowed to use the service provided by the electrical subcontractor and coordinated with the owner and Market & Johnson.
- G. Exterior lighting for security purposes during construction shall be provided by the electrical subcontractor and coordinated with the owner and Market & Johnson.
- H. After substantial completion of the permanent electrical distribution system and building wiring by the electrical subcontractor, permanent receptacles may be used during finishing work. Permanent wiring for lighting fixtures, switches, and receptacles will be installed after all masonry and drywall work is completed. This wiring shall not be used for motors larger than 1/2 HP or welding equipment. Circuits for larger motors and welding equipment may be provided with special circuits directly to electrical panels at the expense of the subcontractor(s) requiring them, provided special permission is obtained from Market & Johnson and installation is made by the electrical subcontractor.
- I. The electrical subcontractor is to provide timely delivery and installation of new electrical service equipment to accommodate equipment power requirements.
- J. The electrical subcontractor is to provide temporary power and service to Market & Johnson's job site trailer.
- K. The electrical subcontractor will provide sufficient security lighting around exterior of project.

3. Cold Weather Protection

- A. All heating and covering required to protect the work from injury due to freezing or moisture during the construction period prior to enclosure of the building shall be classified as cold weather protection. Such protection shall be provided and paid for by each subcontractor for the protection of their own work until the building is enclosed.
- B. Heating required to protect materials from injury due to freezing during the construction period prior to enclosure, shall be provided by means of portable heating units intended for this purpose.
- C. Proper ventilation must be provided. The use of temporary units whose product of combustion will damage fresh concrete, masonry or other building materials will not be allowed. Use of coke or oil salamanders is prohibited.
- D. If electrical power is required for oil or gas portable heating units, it may be taken from the available temporary power source.
- E. Equipment used for heat as well as the entire surrounding area, shall be kept clean and in safe condition.

4. Temporary Heat

- A. All heating required after enclosure of the building shall be classified as temporary heat.
- B. All temporary heat shall be provided by Market & Johnson as required.
- C. The permanent system will be used as soon as construction allows. Cleaning, maintenance, and service of the system during construction is the responsibility of the heating contractor. The warranties for the permanent equipment used during construction will not start until the owner and architect approve substantial completion.

5. Temporary Telephones

- A. Subcontractors desiring private telephone installation shall pay for all related costs.

6. Temporary Water

- A. If water cannot be obtained right away, it will be each subcontractor's responsibility to provide the necessary water for their operation until water is available.
- B. Immediately after award of the contract, the plumbing subcontractor shall make arrangements for temporary water and provide hose bibs in locations specified by Market & Johnson for use by all subcontractors.
- C. The plumbing subcontractor shall maintain the installation and remove it when directed by Market & Johnson. The plumbing contractor shall provide necessary patching of surfaces and of the structure after the temporary service is removed.
- D. Subcontractors shall prevent waste and shall maintain valves, connections and hoses in good condition at all times. Each subcontractor shall provide their own hose or piping from hose bibs.
- E. The Owner shall not pay cost of water used.
- F. Each subcontractor shall provide their own drinking water.

7. Temporary Toilets

- A. Market & Johnson will provide and maintain exterior sanitary temporary toilets.

END OF SECTION

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SECTION 01 52 13
FIELD OFFICES

1. Field Offices

- A. Market & Johnson shall provide and maintain a temporary watertight office for their operations.
- B. Each subcontractor shall provide their own temporary field office and equipment as required. The location will be determined by Market & Johnson.

END OF SECTION

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SECTION 01 53 00

BARRICADES AND ENCLOSURES

1. Temporary Guardrails and Barricades

- A. Prior to removal of all shoring and forms, Market & Johnson shall be responsible for temporary protection at the building floor perimeters and openings. Immediately after the removal of all shoring and forms, Market & Johnson shall furnish, install, and maintain all necessary temporary guardrails at the building floor perimeters and openings. All other protection and safety barricades, devices, covers, etc., including at all roof areas, shall be provided by each subcontractor as it relates to the safe conduct of their work in accordance with all local, state and federal regulations.

2. Temporary Partitions

- A. Market & Johnson shall provide the necessary temporary partitions for the control of dust and personnel.

3. Temporary Controls

A. Barriers, Fences and Enclosures:

- 1) Market & Johnson shall provide barricades and covered walkways required by governing authorities for protection of public rights-of-way for access to the building.
- 2) All subcontractors shall provide whatever items are necessary to protect vehicular traffic, stored materials, existing facilities, and adjacent properties from damage due to their demolition or construction operations.

4. Enclosures

- A. Enclosures shall be provided by the subcontractor whose work requires them.

END OF SECTION

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SECTION 01 53 10
CONSTRUCTION AIDS

1. Stairs, Ladders, Ramps, Runways, Scaffolds

- A. The subcontractor performing the work shall:
 - 1) Furnish and maintain equipment such as temporary stairs, fixed ladders, ramps, chutes, runways and the like as required for proper execution of work.
 - 2) Market & Johnson will see that a permanent stair system is installed as soon as possible. Provide stairs with temporary treads, handrails, and shaft protection.
- B. Subcontractors requiring scaffolds shall provide their own and remove them on completion of the work. Underlay interior scaffolds with planking to prevent uprights from resting directly on the slab.
- C. Market & Johnson will provide temporary stairs for overall job access.

END OF SECTION

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SECTION 01 56 40 SECURITY

1. Watchmen

- A. Watchmen will not be provided by the owner or Market & Johnson. Each subcontractor shall be responsible for loss or injury to persons or property where their work is involved, and shall provide such watchmen and take such precautionary measures, as they may deem necessary.

2. Security

- A. Each subcontractor shall be responsible for and make good any loss or damage due to vandalism or robbery during construction.
- B. Each subcontractor shall be responsible for loss or injury to persons or property wherever their work is involved. Each subcontractor should take precautionary measures to secure materials, equipment and finished or in-progress work.

END OF SECTION

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SECTION 01 65 00

MATERIAL AND EQUIPMENT

1. Summary

- A. Delivery, storage and handling.
- B. Product options and substitutions.

2. Products

- A. Products means new material, components, equipment, fixtures and systems forming the work. It does not include machinery or equipment used for the fabrication, conveyance, or installation of the work. Products may also include existing materials or components slated for reuse.
- B. Do not reuse materials or equipment removed from the premises unless specifically permitted or required by the contract documents.
- C. Standardization and uniformity are desired in all parts of the work. Wherever possible provide products from one manufacturer to simplify maintenance and spare parts inventories.

3. Transportation and Handling

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

4. Storage and Protection

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Ensure no mixing with foreign matter.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- G. The owner assumes no responsibility for materials stored in building or on the site. The subcontractor assumes full responsibility for damage due to the storing of materials. This also includes owner-purchased materials.

END OF SECTION

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SECTION 01 71 23

FIELD ENGINEERING

1. Description

- A. Work Included: Provide such field engineering services as are required for proper completion of the Work including, but not necessarily limited to:
 - 1) Establishing and maintaining lines and levels.
 - 2) Similar items provided by the subcontractor as part of their means and methods of construction.

2. Market & Johnson Responsibilities

- A. Provide datum bench on each floor for use of all subcontractors.
- B. Establish periodic grid lines.

3. Subcontractor Responsibilities

- A. Each subcontractor, as it applies to their contract, shall verify grades, lines, levels, locations, and dimensions as shown on drawings and report any errors or inconsistencies to Market & Johnson before commencing work.
- B. Starting of work by subcontractor shall imply their acceptance.
- C. Each subcontractor shall be responsible for field measuring existing conditions prior to fabrication of materials and/or equipment, which fit into restrictive spaces.
- D. Each subcontractor will be responsible for their own layout.
- E. The drywall subcontractor shall be responsible for their wall layout. The top track shall be installed along with layout lines on the individual floor levels. The other trades will then have an opportunity to complete their overhead and floor coring rough-in work prior to erection of studs.
- F. Subcontractors shall notify Market & Johnson of any dimension variations greater than 2".
- G. Gypsum Drywall and Plaster Boards: Dimensions on drawings are face to face finished dimensions excluding separately applied surfaces, such as ceramic tile, wall carpet, decorative paneling, or corkboard. Refer to details.

END OF SECTION

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SECTION 01 74 23

CLEANING

1. Description

- A. Work Included: Throughout the construction period, maintain the buildings and site in a standard of cleanliness as described in this section.

2. Cleaning Up

- A. It is the responsibility of each subcontractor to maintain the premises free of accumulations of waste materials, debris and rubbish caused by their operations or the operations of their sub-subcontractors.
- B. Each subcontractor shall remove their rubbish and debris from the building site promptly upon its accumulation, and in no case later than the regular Friday general cleanup.
- C. Remove all debris from pipe chases, plenums, attics, crawl spaces and other closed or remote spaces prior to enclosing the space.
- D. Each subcontractor shall remove all waste materials, rubbish, debris, and mud caused by their employees from slab forms prior to the placement of concrete.
- E. Each subcontractor shall be responsible to remove from the site waste materials of suitable size and shape or weight to make use of dumpster type box unreasonable.
- F. Market & Johnson will provide containers for progress cleaning. The total cost of these services will be determined prior to release of final payment. Market & Johnson will deduct the value of these services from the subcontractor's contract via change order. The value will be determined on a prorated basis according to the subcontractor's percentage of the total contract amount. Each Friday afternoon, and as required by Market & Johnson, each subcontractor shall perform an overall broom cleaning of appropriate areas. Each contractor on site to supply one person at 12:30 p.m. for afternoon clean-up. This requirement applies to each week that you have personnel on site. The amount of this labor shall be listed on the schedule of values and will only be paid when participation requirements are satisfied; otherwise, the amount will be deducted from the contract.
- G. Market & Johnson will not provide any progress cleaning. All progress cleaning shall be the responsibility of each subcontractor.
- H. If a subcontractor fails to comply with the requirements, Market & Johnson shall perform the necessary clean-up and deduct the cost of such work from the compensation due or to become due said subcontractor.

3. Final Cleaning

- A. Other subcontractors shall perform a thorough cleaning of work and equipment provided under their contracts.
- B. Each subcontractor shall perform a thorough cleaning of all interior and exterior surfaces exposed to view. Remove temporary labels, spots, soil, stains, and foreign substances. Polish transparent and glossy surfaces. Wash and polish hard surface floors and bases; vacuum carpeted and soft surfaces. Clean all equipment and fixtures: leave in a sanitary condition. Clean or replace all filters. Clean roofs, gutters, downspouts and drainage systems.

- C. If a subcontractor does not remove rubbish or clean the buildings as specified above, Market & Johnson reserves the right to have work done by others. The cost of work done by others will be deducted from monies due the subcontractor involved.
- D. The owner reserves the right to hire a professional cleaning service or use their own employees to perform final cleaning.

END OF SECTION

SECTION 01 77 00

CONTRACT CLOSEOUT

1. Cleaning

- A. In addition to progress cleaning, each subcontractor shall provide a comprehensive final cleaning immediately prior to substantial completion of work.
- B. Final cleaning for each subcontractor shall be coordinated by Market & Johnson and must occur before any punch lists will be prepared by the architect. Final cleaning which can in no way be assigned to individual contractors shall be performed by a professional cleaning service hired by Market & Johnson.
- C. Each subcontractor shall perform a thorough cleaning of all interior and exterior surfaces exposed to view. Remove temporary labels, spots, soil, stain, and foreign substances. Polish transparent and glossy surfaces. Wash and polish hard surface floors and bases; vacuum carpeted and soft surfaces. Clean roofs, gutters, downspouts and drainage systems.
- D. Clean site and bridge areas by sweeping, hosing, etc. Remove excess dirt and landscaping materials.
- E. Remove any waste, rubbish, surplus materials and construction facilities from the project.
- F. Interiors of sewers, water mains and appurtenances affected by the work shall be freed of all dirt and extraneous material.
- G. If the subcontractor fails to perform any cleaning operation as specified, Market & Johnson shall have this work accomplished and shall deduct the cost of the same from the contract sum.
- H. Repairing of damaged areas used for placing of sheds, offices, and storage of materials shall be done by the subcontractor responsible.

2. Record Documents

- A. As the work progresses, each subcontractor shall maintain a set of record drawings recording any changes to the work. Such changes shall include changes of size, location, elevation and any variations from the original drawings, whether covered by change order or not. Drawings will be furnished by the owner through Market & Johnson.
- B. Documents shall be kept current. No work shall be permanently concealed until all changes have been recorded. Market & Johnson shall verify on a monthly basis that record documents are current.
- C. At project closeout, the information contained on mechanical and electrical record documents will be furnished by the owner through Market & Johnson. Subcontractor shall submit record documents with transmittal letter indicating date, project title, subcontractor's name, list of documents, and signature of subcontractor.

3. Spare Parts and Extra Material

- A. Prior to application for final payment subcontractor shall deliver to Market & Johnson all spare parts and extra materials in quantities required in the specifications. Extra material shall be identical to that provided for the project.
- B. Delivery shall include a transmittal indicating all items furnished. Market & Johnson shall issue a receipt verifying quantities and materials.

- C. The subcontractor shall retain all loose and small detachable parts of apparatus and equipment furnished under this contract until completion of the work. These items shall be turned over to the owner or their representative designated to receive them and shall obtain from them an itemized receipt for subcontractor's files. A copy of the receipt shall be attached to final request for payment.

4. Training

- A. The subcontractor will hold training and equipment demonstrations to effectively train the owner's staff. Compliance will be monitored by the subcontractor by having the individuals sign a statement that they have been adequately trained.
- B. General Operation and Maintenance Instructions:

Arrange for each installer of operating equipment and other work that requires regular or continuing maintenance, to meet at the site with the owner's personnel to provide necessary basic instruction in the proper operation and maintenance of entire work. Where installers are not experienced in the required procedures, include instruction by the manufacturer's representatives. Arrange to have a minimum of two verbal instruction periods at such times as determined by owner.

As part of this instruction, provide a detailed review of the following items:

- Maintenance manuals
- Record documents
- Spare parts and materials
- Tools
- Lubricants
- Fuels
- Identification systems
- Hazards
- Cleaning
- Warranties, bonds, maintenance agreements and similar continuing commitments

As part of this instruction for operating equipment, demonstrate the following procedures:

- Start-up
- Shut-down
- Emergency operations
- Noise and vibration adjustments
- Safety procedures
- Economy and efficiency adjustments
- Effective energy utilization

Retain all loose and small detachable parts of apparatus and equipment furnished under this contract, until completion of the work and turn them over to the owner or his representative designated to receive them and obtain from him an itemized receipt thereof in triplicate. Retain one copy of this receipt for contractor's files and attach the other two to the request for final payment for the work.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE MANUALS

1. Description

- A. Work Included: To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding the products incorporated into the work, furnish and deliver the data described in this section and in pertinent other sections of these specifications.

2. Maintenance and Operations Manual and Demonstration

- A. Prior to final inspection, the subcontractor shall provide full details for the care, maintenance and operation of all mechanical, electrical, food service and fire suppression equipment and controls, and for any other materials or equipment where required by the specifications.
- B. Submit one electronic copy in .pdf format and two hard copies to Market & Johnson for each system in the following format:
 - 1) Furnish 8-1/2 x 11 typed text, illustrations, and pertinent material.
 - 2) Provide a table of contents if multiple items are included.
 - 3) Provide operating and maintenance instruction by system with lists of the following:
 - a) Names, addresses and phone numbers of any subcontractors or material suppliers
 - b) All system design criteria
 - c) All items of equipment
 - d) All parts lists
 - e) All operating instructions
 - f) All maintenance instructions
 - g) All shop drawings and product data
 - h) All warranties, guarantees and bonds
- C. In each of these, the correct model number shall be checked off in ink where the literature covers more than one model number.
- D. For items assembled by the subcontractor for special functions, the subcontractor shall write up and provide operating and maintenance instructions.
- E. For temperature control equipment, the manual shall contain a narrative of the control cycle for the control equipment.

END OF SECTION

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SECTION 01 78 36

WARRANTIES AND BONDS

1. Related Documents

- A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Division 01 specification sections, apply to this section.

2. Summary

- A. This section specifies general administrative and procedural requirements for warranties and bonds required by the contract documents, including manufacturer's standard warranties on products and special warranties.
 - 1) Refer to the General and Supplementary Conditions for terms of the contractor's special warranty of workmanship and materials.
 - 2) General close-out requirements are included in Section 01 77 00 – Contract Closeout.
 - 3) Specific requirements for warranties for the work and products and installations that are specified to be warranted, are included in the individual sections of Divisions 02-48.
 - 4) Certification and other commitments and agreements for continuing services to owner are specified elsewhere in the contract documents.
 - 5) All contractor performance and payment bonds shall remain in force a minimum of two (2) years after final payment or as dictated by Divisions 02-48.
- B. Disclaimers and Limitations:
 - 1) Manufacturer's disclaimers and limitations on product warranties do not relieve the contractor or the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the contractor.

3. Definitions

- A. The Term "Warranty":
 - 1) As defined in AIA "Glossary of Construction Industry Terms", May 1982 edition: "A warranty is a legally enforceable assurance of quality or performance of a product or work, or the duration of satisfactory performance."
- B. Standard Product Warranties:
 - 1) Standard project warranties are preprinted written warranties published by individual manufacturers for particular products and where indicated are specifically endorsed by the manufacturer to the owner.
- C. Special Warranties:
 - 1) Special warranties are written warranties required by or incorporated in the contract documents, either to extend time limits provided by standard warranties or to provide greater rights for the owner. Refer to "Form of Special Warranty" elsewhere herein.

4. Warranty Requirements

- A. Related Damages and Losses:
 - 1) When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

B. Reinstatement of Warranty:

- 1) When work covered by a warranty has failed and has been corrected by replacement or building, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty.

C. Replacement Cost:

- 1) Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements or contract documents. The contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

D. Owner's Recourse:

- 1) Written warranties made to the owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the owner can enforce such other duties, obligations, rights or remedies.

E. Rejection of Warranties:

- 1) The owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract documents.
- 2) The owner reserves the right to refuse to accept work for the project where a special warranty, certification, or similar commitment is required on such work, or part of the work, until evidence is presented that entities required to countersign such commitment, are willing to do so.
- 3) In case repairs become necessary, the owner will give written notice to the contractor to make same. In case of failure of the contractor to commence such repairs within 48 hours for environmental equipment, such as heating, air conditioning, air handling, water systems, and within 30 days for all other work, after such notice, the owner may make the repairs either by its own employees or by independent contract and may thereupon recover from the contractor and its sureties the cost of the supervision and inspection thereof. The owner will have sixty (60) days after the expiration of said warranty period in which to notify the contractor of any such repairs necessary on the date of such expiration. The determination of the necessity for repairs shall rest entirely with the owner's representative whose decision upon the matter shall be final and obligatory upon the contractor.

5. Submittals

- A. Submit sample warranty with all original submittals at the beginning of the project for review with product data as per Section 01 30 00.
- B. Submit final written warranties endorsed by the manufacturer and the contractor to Market & Johnson prior to the date determined for substantial completion.
- C. If the certificate of substantial completion designates a commencement date for warranties other than the date of substantial completion for the work, or a designated portion of the work is completed and occupies or used by the owner, by separate agreement with the contractor during the construction period, submit properly executed warranties to Market & Johnson within fifteen (15) days of completion of that designated portion of the work along with a quotation to extend the warranty for six (6) month's time.

- D. When a special warranty is required to be executed by the contractor, or the contractor and subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the owner through Market & Johnson for approval along with original submittals prior to final execution.
- E. Form of Special Warranty:
 - 1) Where special warranty is specified, the contractor, as a condition precedent to final payment, shall submit to the owner's representative the warranty in triplicate on 8-1/2" x 11" paper in the following format:

SPECIAL WARRANTY

Date _____

Architect Project Number and Name _____

Market & Johnson's Job Number _____

Guaranteed Work _____

Specification Section Number _____

Reference _____

Specification Page and Paragraphs _____

Describing Warranty _____

Length of Warranty (Years) _____

Contractor's Name _____

Subcontractor's Name _____

The undersigned herewith warrant(s) that the work to which this warranty applies has been performed in conformance with the requirements of the contract documents and guaranties the work to perform as specified without failure for the stated period of time after substantial completion or as otherwise agreed to it by the owner.

This warranty does not apply to failure to perform due to abuse or neglect by the owner, or their successor in interest, or damage by vandalism.

SUBCONTRACTOR/MANUFACTURER _____

Signed _____

Title _____

Notary _____

Date _____

CONTRACTOR _____

Signed _____

Title _____

Notary _____

Date _____

- 2) Responsibility for the securing, verifying, recording, transmitting to Market & Johnson and all other actions regarding the specified special warranties rests with the contractor.
- 3) Refer to individual sections of Divisions 02- 48 for specific requirements, and particular requirements for submittal of special warranties.

F. Form of Submittal:

- 1) At final completion compile two (2) copies of each required warranty and bond properly executed by the contractor, or by the contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the project manual.
- 2) Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
- 3) When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

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SECTION 01 78 39

PROJECT RECORD DOCUMENTS

1. Description

A. Work Included:

- 1) Throughout the progress of the work, maintain an accurate record of changes in the contract documents.
- 2) Upon completion of the work, transfer the recorded changes to a set of record documents, as described below.

2. Record Drawings

- A. As the work progresses, each subcontractor shall maintain a set of drawings recording any changes to the work. Such changes shall include changes of size, location, elevation and any variations from the original drawings, whether covered by change order or not.
- B. Documents shall be kept current. No work shall be permanently concealed until all changes have been recorded. Market & Johnson shall verify on a monthly basis that record documents are current.
- C. The daily record of changes shall be the responsibility of each subcontractor's field superintendent. No arbitrary mark-ups will be permitted.
- D. At the completion of the project, each subcontractor shall transfer as-built records to a set of prints for use by the owner. The record drawings to be checked by Market & Johnson and the architect. The architect will turn record drawings over to the owner.

END OF SECTION

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SECTION 01 80 00
TESTING, BALANCING AND ADJUSTING

1. Description

- A. Work Included: Make final adjustments for all equipment and various systems as required.

2. Testing, Balancing and Adjusting

- A. The complete installation consisting of the several parts and systems and all equipment installed according to the requirements of the specifications and as shown on the drawings, shall be ready in all respects for use by the owner and shall be subjected to a test at full operating conditions and pressures for normal conditions of use.
- B. The subcontractor shall make all necessary adjustments and replacements affecting their work which are necessary documents to comply with the directions and recommendations of the manufacturer of the several pieces of equipment, and to comply with all codes and regulations which may apply to the entire installation. The subcontractor shall also make all required adjustments to comply with all provisions of the drawings and specifications.
- C. Records or reports of system start-up and testing shall be submitted to Market & Johnson as part of the operating and maintenance manuals.
- D. Each subcontractor required to maintain record documents shall allow four to seven hours each for instruction and demonstration of equipment to the owner's personnel. Instruction and demonstration periods shall be arranged through Market & Johnson.

END OF SECTION

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SECTION 01 90 00 STARTING OF SYSTEMS

1. Section Includes

Starting Systems
Manufacturer's Instructions

2. Starting Systems

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify architect/engineer seven days prior to start-up of each item.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive, rotation, belt tension, control sequence, or other conditions which may cause damage. Record evidence and data.
- D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer. Record evidence and data.
- E. Verify wiring and support components for equipment that is complete and tested. Record evidence and data.
- F. Execute start-up in accordance with manufacturer's instructions. Record evidence of full compliance with C, D, and E above, in a written start-up test report for each piece of equipment and for each system as a whole, within the operating and maintenance (O&M) manual required in Section 01 78 23.

3. Manufacturer's Instructions

- A. Provide manufacturer's printed instructions for start-up, adjusting, include description of equipment, method of operation and control including motors, pump units, signals, and special or nonstandard features provided.
- B. Provide parts catalogs with complete list of equipment replacement parts with equipment description and identifying numbers.
- C. Provide schematic diagrams covering electrical equipment installed, including changes made in final work, with symbols listed corresponding to identity of markings on equipment.
- D. Compile information as required by provisions of Section 01 77 00.
- E. Provide factory authorized representative training services to the owner's designated personnel after testing, adjusting and balancing is complete and substantial completion certification has been received from the architect/engineer.

END OF SECTION

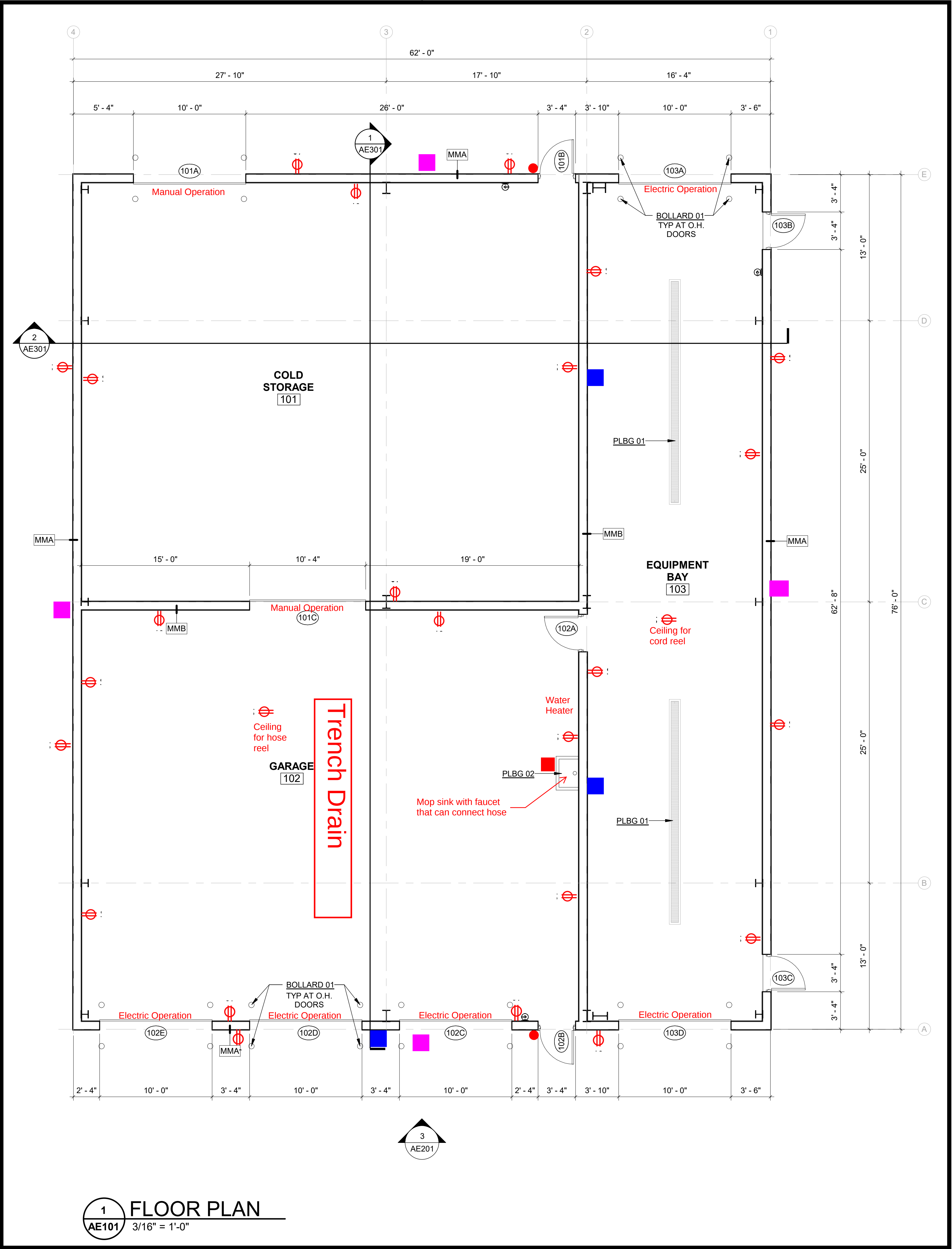
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MEP Design Build Notes

- Div 22 - Plumbing
- a. Design, furnish, and install complete plumbing system as outlined.
 - b. F&I prefabricated trench drains as noted
 - c. Provide water hose reel for wash bay
 - d. Provide water spigots as noted
 - e. Provide handwash/mop sink in the garage area
 - f. Provide water heater and hot water connection to handwash/mop sink
 - g. Include all related local state permits and design fees.
 - h. Provide testing and reporting required by AHJ.

- Div 23 - HVAC
- a. Design, furnish, and install complete HVAC system as outlined.
 - b. F&I adequately sized unit heaters for heating the garage and equipment bay
 - Alternate price to be provided to use radiant tube heaters in lieu of unit heaters
 - c. Provide make-up air systems and exhaust fans as required by code
 - d. Include low voltage and controls for new HVAC equipment.
 - e. Include gas piping to new equipment.
 - f. Include duct insulation and balancing.
 - g. Include all equipment necessary to complete scope of work.
 - h. Include all related local state permits and design fees.
 - i. Provide testing and reporting required by AHJ.

- Div 26 - Electrical
- a. Design, furnish, and install complete electrical system as outlined.
 - b. F&I interior and exterior receptacles.
 - Unit price to be provided for additional receptacles
 - Receptacles in equipment bay to be rated for wet environment
 - c. F&I lighting package
 - All lighting to be LED
 - Fixtures in equipment bay to be rated for wet environment
 - d. Provide new card reader and door security system complete
 - e. Provide low voltage conduit, wire, and terminations for OHD controls.
 - f. Provide connections to HVAC equipment.
 - g. Include all related local state permits and design fees.
 - h. Provide testing and reporting required by AHJ.
 - i. F&I wall packs on exterior of building
 - Unit price to be provided for additional wall packs
 - j. F&I low voltage systems
 - k. Conduit to be surface mounted



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