

BID DOCUMENTS

For

OXFORD PARK PLACE Restroom Facility 2 West High Street Oxford, Ohio 45056

PREPARED BY:

City of Oxford Community Development Department 15 South College Ave. Oxford, Ohio 45056 513/524-5206

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END OF SECTION 00 0110

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END OF SECTION

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LEGAL NOTICE

Sealed proposals will be received by the City of Oxford at the office of the Community Development Director, City of Oxford Municipal Building, 15 South College Ave., Oxford, Ohio 45056, until 1:00 p.m. local time, Thursday, September 25, and publicly opened and read at that hour and place. The City reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who, in their consideration, offered the lowest and best proposal. The City also reserves the right to hold all proposals for 60 days after the opening date, although not accepted or rejected.

The work for which proposals are invited consists of the furnishing of all labor, materials and equipment required for the Oxford Park Place Restroom Facility.

The Bidding Documents, which include Drawings, Specifications and blank forms, will be available to download from App Architecture's ShareFile site. Email your request to bids@apparch.com and a link will be sent with downloading instructions. BIDS WILL ONLY BE ACCEPTED FROM BIDDERS LISTED ON THE ARCHITECT'S OFFICIAL LIST OF PLAN HOLDERS.

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex or national origin and are required to comply with the Davis Bacon Act.

Sam Perry Community Development Director

Advertised:

Hamilton Journal News: Sept 3, 10, 17, 21

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SECTION 00 2113 INSTRUCTIONS TO BIDDERS

1. INTERPRETATION OF CONTRACT DOCUMENTS

If any person, firm or corporation contemplating the submission of a proposal for this Contract is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, he may submit, to App Architecture, Josh Konicki, josh.konicki@app-arch.com an electronically written request (email) for an interpretation thereof. The person, firm, or corporation submitting the request shall be responsible for its prompt delivery. Such interpretations will be made only by an Addendum duly issued by App Architecture, Inc. and a copy of such Addendum will be emailed to all plan holders registered with App Architecture, provided that sufficient period of time is available for the issuance and the delivery of such Addendum prior to the receipt of bids. The Owner, and the Community Development Department and App Architecture will not be responsible for any other explanations of the Contract Documents made prior to the receipt of bids.

2. WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain, during the life of this Contract, adequate Worker's Compensation Insurance for all his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for the latter's employees, unless such employees are covered by the Protection afforded by the Contractor. In case any class of employees engaged in hazardous work under the Contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide and shall cause each subcontractor to provide suitable insurance for the protection of his employees not otherwise protected.

In order to comply with the above requirements, the Contractor shall furnish and attach to each executed copy of the Contract Documents a Worker's Compensation Certificate, signed by the Ohio Industrial Commission, showing that the Contractor has paid his Industrial Insurance premium.

3. BID

Bids shall be made on the form hereinafter provided. Such proposals shall be endorsed "Oxford Park Place Restroom Facility" and addressed to the Community Development Director, City of Oxford, 15 South College Ave., Oxford, Ohio 45056-1887.

The bid shall contain the full name of every person, firm, or the president and secretary of the corporation bidding. Each bidder shall include the Bidder's Statement of Qualifications in the bid to provide a detailed account of their experience, skill and financial standing, and equipment available to perform the work. No bidder may withdraw their bid after the specified time of the opening of bids. Project bids must be for all work indicated within the Contract Documents. All blank spaces shall be properly completed unless otherwise indicated. No additional or

qualifying clauses shall be written in. The bid shall be for a lump sum price to perform the full scope of work as outlined in the bid documents.

The "Bid Documents must be submitted IN THEIR ENTIRETY in sealed envelopes with the project designation "Oxford Park Place Restroom Facility" identified on the outside of the envelope.

4. MINIMUM WAGE RATES

The minimum wages to be paid to all skilled labor, intermediate grade labor, and unskilled and common labor employed on this Contract shall be in accordance with the "Schedule of Prevailing Hourly Wage Rates" ascertained and determined by the Davis Bacon Act (40 United States Code (U.S.C) 3141 to 3148) and agree to comply with these requirements and all other applicable federal and state regulations.

5. <u>LICENSING OF CORPORATION</u>

Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of Corporations organized under the laws of any other state.

6. AMOUNT OF INSURANCE REQUIRED

The CONTRACTOR and Surety shall save harmless, the City of Oxford and all of its representatives from all suits, actions, or claims of any character brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding the work or through the use of unacceptable materials in construction of the improvement or on account of any act or omission, by the CONTRACTOR, or their agents.

The CONTRACTOR shall procure and maintain at their own expense, insurance for liability for damages imposed by law and assumed under this contract, of the kinds and in the amount hereinafter provided from insurance companies authorized to do business in Ohio. Prior to the execution of the contract by the City, the CONTRACTOR, shall furnish to the City a certificate or certificates of insurance in the form satisfactory to the City demonstrating that they have complied with this Section. The certificate or certificates shall provide that the CONTRACTOR'S liability and auto policies shall not be changed to reduce or restrict coverage or canceled until 30 days written notice has been given to the City by the insurer. Upon request, the CONTRACTOR shall furnish the City with a certified copy of each policy, including the provisions establishing premiums.

The types and **minimum** amounts of insurance are as follows:

COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations	
Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

COMPREHENSIVE AUTOMOBILE LIABILITY

Bodily Injury & Property Damage Liability Limit Each Occurrence

\$1,000,000.00

The above minimum coverages may be obtained through primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

The Commercial General Liability Insurance Policy shall name the City of Oxford, its officers, agents and employees as additional insures with all rights to due notices in the manner set out above. The standard Commercial General Liability coverage for damages due to blasting, underground utilities and collapse of foundations shall not be deleted by exclusion endorsements.

The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR from liability in excess of such coverage, nor shall it preclude the City from taking such other actions as are available to it under any other provisions of this contract or otherwise in law.

7. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

The Contractor and all subcontractors shall be solely responsible for complying with the Occupational Safety and Health Act of 1970 during the conduct and performance on and in connection with this project.

8. STATEMENT OF QUALIFICATIONS AND SUB-CONTRACTORS

The bidder's particular attention is directed to the forms included in the bidding documents. These forms must be properly filled in by the bidder.

9. CITY INCOME TAX

The attention of all bidders is directed to the City of Oxford's Two Percent (2.0%) Income Tax. The contractor will be required to meet the payroll withholding requirements of the City. Final payment to the Contractor at completion of the project will be withheld until all provisions of said income tax are met. Bidders are advised to become knowledgeable of their responsibilities in this regard.

In the event the Bidder is awarded the contract, this information needs to be forwarded to their financial/accounting department IMMEDIATELY to ensure full compliance with the Oxford Tax Code prior to the start of their work.

A business doing work within the city limits of Oxford has the following two tax liabilities:

- 1). Withholding the 2.0% tax from employee wages (and remitting to the Regional Income Tax Agency).
- 2). Reporting business profits (and tax thereon) for work done in the City.

To comply with both, the contractor should complete and submit to Regional Income Tax Agency, a registration form, which the bidder will be provided, upon being awarded a contract.

The contractor's payroll department must by law begin withholding the 2.0% tax on all gross wages, starting with the first payroll paid for work performed in Oxford. The tax must be remitted to the Regional Income Tax Agency by the last day of the month following the end of each calendar quarter.

Additionally, the same tax rate is applied (2.0%) to business profits pertaining to work performed in the city limits if the contractor's business is not resident within the city limits.

If the contractor has a permanent office in the city limits, the contractor should contact their tax advisor or the Regional Income Tax Agency for specific rules that apply. Reporting varies depending on the contractor's form of organization (S Corp, C Corp, partnership, or self-employed). For further assistance, please contact:

Regional Income Tax Agency PO Box 477900 Broadview Heights, OH 44147-7900 800-860-7482 www.ritaohio.com

10. EQUAL EMPLOYMENT OPPORTUNITY

Each bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, Vietnam Era nor disabled veterans, or national origin.

Contractor and subcontractors working on the Project shall comply with the equal employment opportunity requirements for the utilization of minorities and females pursuant to Chapter 123 of the Revised Code, the Governor's Executive Order of 1972, and the Governor's Executive Order 84-9.

11. AWARD OF CONTRACT

The bids will be evaluated and the contract will, if let, be awarded to the lowest and best bidder. In determining the lowest and best bid, the following elements, among others, may be considered: Whether the bidder involved: (a) Maintains a permanent place of business; (b) Has adequate equipment and facilities to do the work properly and expeditiously; (c) Has a suitable financial status to meet obligations incident to the work; (d) Has appropriate technical and management experience and management skills; (e) Is an experienced Bidder, especially involving work similar to that called for; (f) Has displayed acceptable conduct and performance

on previous contracts both in terms of workmanship and timeliness of both performance and completion. The ability to secure and provide the bonds required shall not be construed as undisputable evidence that the Bidder meets any of the foregoing requirements.

12. PROJECT SPECIFICATIONS

City of Oxford requirements with bidding document Specifications both contained in the Specification book and found on the drawings.

13. <u>AFFIDAVIT OF CONTRACTOR OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES AND CITY OF OXFORD INCOME TAXES</u>

The owner requires that the Contractor shall sign an affidavit at the time the contract is awarded stating that they are not charged with any delinquent personal property taxes on the general tax list of personal property of any county in which the city as taxing district has territory and that they are not delinquent for income tax owed to the City of Oxford, Ohio.

14. RIGHT TO REJECT BIDS

The City of Oxford, Ohio reserves the right to reject any and all bids, including bids that, in the opinion of the City of Oxford and App Architecture, show evidence of incomplete, noncompetitive bidding, or have shown to not be a responsible bidder, and also to waive technical defects as the interest of the City may require.

15. CONTRACTOR'S AFFIDAVIT FOR PAYMENT OF ANY CURRENT ESTIMATE

As a requisite for payment of any current pay application, the Contractor will be required to sign the Contractor's Affidavit - on the form attached herein, and have the same properly notarized.

16. CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

As a requisite for payment of the final pay application and release of retainage, the Contractor will be required to sign the Contractor's Affidavit on the form attached herein, and have the same properly notarized.

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SECTION 00 4100 BID FORM

THE PROJECT AN	D THE PARTIES	
TO:		
Contracting Authorit	ty / Owner:	
City of Oxford		
Community Developm 15 South College Ave. Oxford, OH 45056	nent Department	
FOR:		
Project: Oxford Parl	x Place Restroom Facility	
Project Address: 2 W	est High Street, Oxford, Oh 45056	
DATE:	(Bidder to enter date)	
SUBMITTED BY: (Bidder to enter name and address)	
Bidder's Full Name		
Address		
Bidders and the Bid D for the above-mention Work as follows.: BASE BID: (Including the Bid D) is the Bid D. (Including the Bid D) is the	Place of The Work and all matters referred to in the Legal Notice ocuments prepared by App Architecture, Inc. Bayer Becker, and all project, we, the undersigned, hereby offer to enter into a Confing allowances) IATERIALS for the sum of:	Prater Engineering,
(\$), in lawful money of the United States of America.	
	EST SIDEWALK REPLACEMENT pted, ADD TO / DEDUCT FROM the Base Bid:	dollars
(\$), in lawful money of the United States of America.	

ALTERNATE 2. EPOXY FLOORING Provide and install Epoxy Flooring per Specification Section 09 6700 Fluid Applied Flooring

If Alternate	e #2 is accepted, ADD TO / DEDUCT FROM the Base Bid:		dollars
(\$), in lawful money of the United States of Am	erica.	
	ATE 3. ART ANCHORS Provide and install art anchors as ION C3/A3.1: CONSTRUCTION NOTE #9 and Detail F2		
If Alternate	e #3 is accepted, ADD TO / DEDUCT FROM the Base Bid:		dollars
(\$), in lawful money of the United States of Am	erica.	donars
adding, or proposed	CARY ALTERNATE: VA-1: Alternate as proposed by the gent deleting a material, system, product of method of construct and separately priced.		
VA	A-1 - Description of Voluntary Alternate:		
If VA-1 -V	oluntary Alternate is accepted, ADD TO / DEDUCT FROM th	e Base Bid:	dollars
(\$), in lawful money of the United States of Am	erica.	
We have in 153.54.	ncluded the required security Bid Bond as required by the Instruct	ion to Bidders and a	s per ORC
	ncluded the required performance assurance bonds in the Bid Americans to Bidders.	ount as required by t	he
	f the required performance assurance bonds is ney of the United States of America.	dollars (\$), in
All applical	ble federal taxes are excluded, and State of Ohio taxes are exclude	ed from the Bid Sum	•
4265.00	BID FORM	C	0 4100 - 2

We acknowledge the requirements for compliance with the Davis Bacon Act (40 United States Code (U.S.C) 3141 to 3148) and agree to comply with these requirements and all other applicable federal and state regulations.

ACCEPTANCE

CONTRACT TIME

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

- Execute the Agreement within seven days of receipt of Notice of Award.
- Furnish the required bonds within seven days of receipt of Notice of Award.
- Commence work within 30 days after written Notice to Proceed of this bid.

If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the 10% security deposit or the difference between this bid and the bid upon which a Contract is signed

If this Bid is accepted,	we will:
Complete the Work by	
ADDENDA	
The following Addenda	have been received. The modifications to the Bid Documents noted below have
been considered and all	costs are included in the Bid Sum.
Addendum #	Dated

BID FORM SUPPLEMENTS

The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:

- Noncollusion Affidavit
- Bid guaranty
- Delinquent Personal Property Tax Affidavit
- Affidavit of Authority (if the Bidder is a corporation.)
- Power of Attorney (if the bidder is an out-of-state corporation)
- Bidder Qualification Statement
- Subcontractor List (Spec Section 00 4336)
- Ohio Bureau of Workers' Compensation Certificate

- Ohio Department of Administrative Services Certificate of Compliance Certification Equal Opportunity Division
- State of Ohio Drug-Free Workplace Compliance Affidavit Form

It is understood and agreed by the undersigned that the Contracting Authority / Owner reserves the right to reject any and all bids, or award to the lowest and best bidder. The Contracting Authority / Owner reserves the right to waive irregularities and to reject any or all bids.

BID FORM SIGNATURE(S)

If Bidder is an individual, complete the following:

Signature:			 	
Print Name:				
Name of Business:				
(if different than ab	ove)			
Federal Identification	on Numl	ber: _	 	
Address:			 	
Telephone:	()		
Fax:	()		

If Bidder is a partnership, complete the following:

By:		
(Signature)		
Print Name:		
Federal Identificat	tion Numb	ber:
Address: _		
Telephone:	()
Fax:	()
Names and Addre	esses of all	l general partners:

If Bidder is a corporation, complete the following:

Name of Corporat	ion:		
Ву:			
(Signature)			
Print Name:			
Title:			
Federal Identificat	on Number:		
Address: _			
Telephone:	()_		
Fax:	()_		
State of Incorpora	tion:		
Names and addres	ses of Corpor	ate Officers:	

If Bidder is an entity other than those described above, complete the following:

Name of Bidder:		
Ву:		
(Signature)		
Print Name:		
Title:		
Federal Identificat Address: _	ion Number:	
Telephone:	()	
Fax:	()	
Type of Business 1	Entity:	
Names and addres	ses of all Principals:	

END OF SECTION

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SECTION 00 4336 SUBCONTRACTOR LIST

Bidders shall list below the Major Subcontractors used in the completion of this bid. Where the Contractor will complete branches of work with his own forces, Contractor's name shall be listed. If a subcontractor is not planned for a particular area listed below, mark that space "N.A."

1.	General Cor	struction Work:
		Subcontractor
2.	Site Work:	
		Subcontractor
3.	Plumbing W	ork:
		Subcontractor
4.	Heating, Ver	ntilating and Air Conditioning Work:
		Subcontractor
5.	Electrical Wo	ork:
		Subcontractor
6.	Masonry:	
		Subcontractor
7.	Roofing:	
		Subcontractor
8.	Doors and H	ardware:
		Subcontractor
9.	Storefront:	
		Subcontractor
10	. Painting:	
		Subcontractor
11	. Flooring:	
		Subcontractor

NOTE: If the Bidder can show just cause at the time of awarding the Contract that a specific Subcontractor has withdrawn his bid, or raised his bid, the Bidder may substitute a Subcontractor upon approval of the Owner and at no additional cost to Owner.

END OF SECTION

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SECTION 00 5000 CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

- 1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.
- 1.02 AGREEMENT AND CONDITIONS OF THE CONTRACT
 - A. The Agreement is based on AIA A101-2007.
 - B. The General Conditions are based on AIA A201-2007.

1.03 FORMS

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

1.04 REFERENCE STANDARDS

- A. AIA A101-2007 Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2007.
- B. AIA A201-2007 General Conditions of the Contract for Construction; 2007.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 5000

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SECTION 00 5200 AGREEMENT FORM

PART 1 GENERAL

- 1.01 FORM OF AGREEMENT
- 1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.
 - A AIA A101-2017 STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR
 - B AIA A101-2017 EXHIBIT A: INSURANCE & BONDS
 - C AIA A310-2010 BID BOND
 - D AIA A312-2010 PERFORMANCE BOND
 - E AIA A305-2020 CONTRACTOR'S QUALIFICATION STATEMENT
- 1.03 RELATED REQUIREMENTS
 - A. Section 00 7200 General Conditions.
 - B. Section 00 7300 Supplementary Conditions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 5200

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

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

BETWEEN the Owner:

(Name, legal status, address and other information)

Sample

and the Contractor:

(Name, legal status, address and other information)

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

The Architect:

(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

(1212232538)

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

User Notes:

(1212232538)

[] Not later than	n () calendar days from the date of commencement	of the Work.
[] By the follow	wing date:	
	ts of the Contract Time as provided in the Contract Docubstantial Completion of the entire Work, the Contractor s by the following dates:	
Portion of Work	Substantial Completion Date	
§ 3.3.3 If the Contractor fails any, shall be assessed as set	s to achieve Substantial Completion as provided in this Stroth in Section 4.5.	section 3.3, liquidated damages, if
	the Contractor the Contract Sum in current funds for the shall be (\$), subject to additions and deductions as	
§ 4.2 Alternates § 4.2.1 Alternates, if any, inc	cluded in the Contract Sum:	
Item	Price	
execution of this Agreemen	ions noted below, the following alternates may be accept. Upon acceptance, the Owner shall issue a Modification and the conditions that must be met for the Owner to a	n to this Agreement.
Item	Price	Conditions for Acceptance
§ 4.3 Allowances, if any, inc (Identify each allowance.)	cluded in the Contract Sum:	
Item	Price	
§ 4.4 Unit prices, if any: (Identify the item and state)	the unit price and quantity limitations, if any, to which th	he unit price will be applicable.)
Item	Units and Limitations	Price per Unit (\$0.00)
§ 4.5 Liquidated damages, it (Insert terms and conditions	f any: s for liquidated damages, if any.)	
§ 4.6 Other: (Insert provisions for bonus	s or other incentives, if any, that might result in a change	e to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

- § 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.
- § 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- § 5.1.6 In accordance with AIA Document A201TM—2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
- § 5.1.6.1 The amount of each progress payment shall first include:
 - .1 That portion of the Contract Sum properly allocable to completed Work;
 - .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
 - .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.
- § 5.1.6.2 The amount of each progress payment shall then be reduced by:
 - .1 The aggregate of any amounts previously paid by the Owner;
 - .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
 - .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
 - .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
 - **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

User Notes:

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

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

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

§ 6.2 Binding Dispute Resol	1	10	7	L	,	ISPU	τe	K	œs	O	u	ΙtΙ	0	ır	١
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For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the
method of binding dispute resolution shall be as follows:
(Check the appropriate box.)
[] Arbitration purguent to Section 15 A of AIA Document A 201 2017

[]	Arbitration pursuant to Section 15.4 of AIA Document A201–2017
[]	Litigation in a court of competent jurisdiction
[]	Other (Specify)

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of or method for determining the fee, if any payable to the Contractor following a termination to

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner's representative:

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

§ 8.3 The Contractor's representative:

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

(1212232538)

User Notes:

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

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

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- AIA Document A101TM–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101TM–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201TM–2017, General Conditions of the Contract for Construction
- AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

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

.5	Drawings			
	Number	Title	Date	
.6	Specifications			
	Section	Title	Date	Pages
.7	Addenda, if any:			
	Number	Date	Pages	

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

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

	[]		E204 TM –2017, Sustainable Projects f the E204-2017 incorporated into		cated below:
	[]	The Sustainabilit	y Plan:		
		Title		Date	Pages	
]]	Supplementary as	nd other Conditions of the Contrac	et:	
		Docu	ument	Title	Date	Pages
.9	(I D so re pr	List he Docume ample equire roposa	ent A201 TM —2017 p forms, the Contrac ments, and other in als, are not part of	isted below: documents that are intended to ford provides that the advertisement or estor's bid or proposal, portions of aformation furnished by the Owner the Contract Documents unless en d here only if intended to be part of	invitation to bid, Instr Addenda relating to bi r in anticipation of rec numerated in this Agre	uctions to Bidders, idding or proposal eiving bids or ement. Any such
This Agreeme	ent	entere	ed into as of the day	y and year first written above.		
OWNER (Sig	gna	ture)		CONTRACTO	R (Signature)	
(Printed nar	ne i	and tit	tle)	(Printed nam	e and title)	

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year (In words, indicate day, month and year.)

for the following **PROJECT**:

(Name and location or address)

Sample

THE OWNER:

(Name, legal status and address)

THE CONTRACTOR:

(Name, legal status and address)

TABLE OF ARTICLES

- **A.1 GENERAL**
- A.2 **OWNER'S INSURANCE**
- **A.3 CONTRACTOR'S INSURANCE AND BONDS**
- SPECIAL TERMS AND CONDITIONS **A.4**

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE § A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

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

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.

This document is intended to be used in conjunction with AIA Document A201™-2017, General Conditions of the Contract for Construction. Article 11 of A201™-2017 contains additional insurance provisions.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss

Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows: (Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.) § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss. § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum [] requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project. [] § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property. § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred. [] § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance. § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage. § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses. § A.2.5 Other Optional Insurance. The Owner shall purchase and maintain the insurance selected below. (Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to *the description(s) of selected insurance.)* § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach,

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to

including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

§ A.2.5.2 Other Insurance

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

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or selfinsured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: (If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- damages because of physical damage to or destruction of tangible property, including the loss of use of
- bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

- § A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:
 - .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
 - .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
 - .3 Claims for bodily injury other than to employees of the insured.
 - .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
 - .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
 - .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
 - .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Work involves roofing.
 - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
 - .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.
- § A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.
- § A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § A.3.2.5 Workers' Compensation at statutory limits.
- § A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.
- **§ A.3.2.7** Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks
- § A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.
- § A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in [] Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: (Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than (\$) per claim [] and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.
- § A.3.3.2.6 Other Insurance [] (List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type Penal Sum (\$0.00)

Payment Bond Performance Bond

Payment and Performance Bonds shall be AIA Document A312TM, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312TM, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

BOND AMOUNT: \$

PROJECT:

(Name, location or address, and Project number, if any)

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

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

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

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.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

| (Contractor as Principal) (Seal) | (Witness) | (Title) | (Surety) (Seal) | (Title) |

Performance Bond

CONTRACTOR: (Name, legal status and address)	SURETY: (Name, legal status and principal place of business)
OWNER: (Name, legal status and address)	
CONSTRUCTION CONTRACT	
Date: Amount: \$ Description: (Name and location)	
BOND Date: (Not earlier than Construction Con	ntract Date)
Amount: \$ Modifications to this Bond:	None See Section 16
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature:Name and Title: (Any additional signatures appear	Signature: Name and Title: on the last page of this Performance Bond.)
(FOR INFORMATION ONLY — N AGENT or BROKER:	ame, address and telephone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)

ADDITIONS AND DELETIONS:

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

(1668558931)

User Notes:

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor
 - .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety;
 - .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors:
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

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

§ 16 Modifications to this bond are as follows:

(Space is provided below for add CONTRACTOR AS PRINCIPAL	litional signatures of ad	ded parties, other than those o	appearing on the cover page.
Company:	(Corporate Seal)	Company:	(Corporate Seal)
Signature:		Signature:	
Name and Title: Address:		Name and Title: Address:	

Contractor's Qualification Statement

CUDMITTED DV.

THE PARTIES SHOULD EXECUTE A SEPARATE CONFIDENTIALITY AGREEMENT IF THEY INTEND FOR ANY OF THE INFORMATION IN THIS A305-2020 TO BE HELD CONFIDENTIAL.

CUDMITTED TO.

(Organization name and address.) (Organization name and address.)	
TYPE OF WORK TYPICALLY PERFORMED (Indicate the type of work your organization ty contracting, construction manager as construction type contracting, plumbing contracting, or other.)	
THIS CONTRACTOR'S QUALIFICATION STATE (Check all that apply.)	MENT INCLUDES THE FOLLOWING:
[X] Exhibit A – General Informa [] Exhibit B – Financial and Po [] Exhibit C – Project-Specific [X] Exhibit D – Past Project Exp [] Exhibit E – Past Project Exp CONTRACTOR CERTIFICATION The undersigned certifies under oath that the i Qualification Statement is true and sufficiently	erformance Information Information perience perience (Continued) Information provided in this Contractor's
Organization's Authorized Representative Signature	Date
Printed Name and Title	_
NOTARY State of: County of: Signed and sworn to before me this day of Notary Signature	
My commission expires:	

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General Information

This Exhibit is part of the Contractor's Qualification Statement, submitted by and dated the day of in the year (In words, indicate day, month and year.)

§ A.1 ORGANIZATION

- § A.1.1 Name and Location
- § A.1.1.1 Identify the full legal name of your organization.
- § A.1.1.2 List all other names under which your organization currently does business and, for each name, identify jurisdictions in which it is registered to do business under that trade name.
- § A.1.1.3 List all prior names under which your organization has operated and, for each name, indicate the date range and jurisdiction in which it was used.
- § A.1.1.4 Identify the address of your organization's principal place of business and list all office locations out of which your organization conducts business. If your organization has multiple offices, you may attach an exhibit or refer to a website.

§ A.1.2 Legal Status

- § A.1.2.1 Identify the legal status under which your organization does business, such as sole proprietorship, partnership, corporation, limited liability corporation, joint venture, or other.
 - .1 If your organization is a corporation, identify the state in which it is incorporated, the date of incorporation, and its four highest-ranking corporate officers and their titles, as applicable.
 - 2 If your organization is a partnership, identify its partners and its date of organization.
 - **.3** If your organization is individually owned, identify its owner and date of organization.

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

- .4 If the form of your organization is other than those listed above, describe it and identify its individual leaders:
- § A.1.2.2 Does your organization own, in whole or in part, any other construction-related businesses? If so, identify and describe those businesses and specify percentage of ownership.

§ A.1.3 Other Information

- § A.1.3.1 How many years has your organization been in business?
- § A.1.3.2 How many full-time employees work for your organization?
- § A.1.3.3 List your North American Industry Classification System (NAICS) codes and titles. Specify which is your primary NAICS code.
- § A.1.3.4 Indicate whether your organization is certified as a governmentally recognized special business class, such as a minority business enterprise, woman business enterprise, service disabled veteran owned small business, woman owned small business, small business in a HUBZone, or a small disadvantaged business in the 8(a) Business Development Program. For each, identify the certifying authority and indicate jurisdictions to which such certification applies.

§ A.2 EXPERIENCE

- § A.2.1 Complete Exhibit D to describe up to four projects, either completed or in progress, that are representative of your organization's experience and capabilities.
- § A.2.2 State your organization's total dollar value of work currently under contract.
- § A.2.3 Of the amount stated in Section A.2.2, state the dollar value of work that remains to be completed:
- § A.2.4 State your organization's average annual dollar value of construction work performed during the last five years.

§ A.3 CAPABILITIES

- § A.3.1 List the categories of work that your organization typically self-performs.
- § A.3.2 Identify qualities, accreditations, services, skills, or personnel that you believe differentiate your organization from others.

§ A.3.3 Does your organization provide design collaboration or pre-construction services? If so, describe those services.

§ A.3.4 Does your organization use building information modeling (BIM)? If so, describe how your organization uses BIM and identify BIM software that your organization regularly uses.

§ A.3.5 Does your organization use a project management information system? If so, identify that system.

§ A.4 REFERENCES

§ A.4.1 Identify three client references:

(Insert name, organization, and contact information)

§ A.4.2 Identify three architect references:

(Insert name, organization, and contact information)

§ A.4.3 Identify one bank reference:

(Insert name, organization, and contact information)

§ A.4.4 Identify three subcontractor or other trade references:

(Insert name, organization, and contact information)



AIA Document A305° – 2020 Exhibit D

Contractor's Past Project Experience

	1	2	3	4
PROJECT NAME				
PROJECT LOCATION				
PROJECT TYPE				
OWNER				
ARCHITECT				
CONTRACTOR'S PROJECT EXECUTIVE				
KEY PERSONNEL (include titles)				
PROJECT DETAILS	Contract Amount	Contract Amount	Contract Amount	Contract Amount
	Completion Date	Completion Date	Completion Date	Completion Date
	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work	% Self-Performed Work
PROJECT DELIVERY METHOD	Design-bid-build Design-build CM constructor CM advisor Other:			
SUSTAINABILITY CERTIFICATIONS				

SECTION 00 6000 PROJECT FORMS

1.01 ADDITIONAL BIDDING FORMS

- **A. NONCOLLUSION AFFIDAVIT**
- **B. DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT**
- **C. AFFIDAVIT OF AUTHORITY**
- D. DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT

END OF SECTION 00 6000

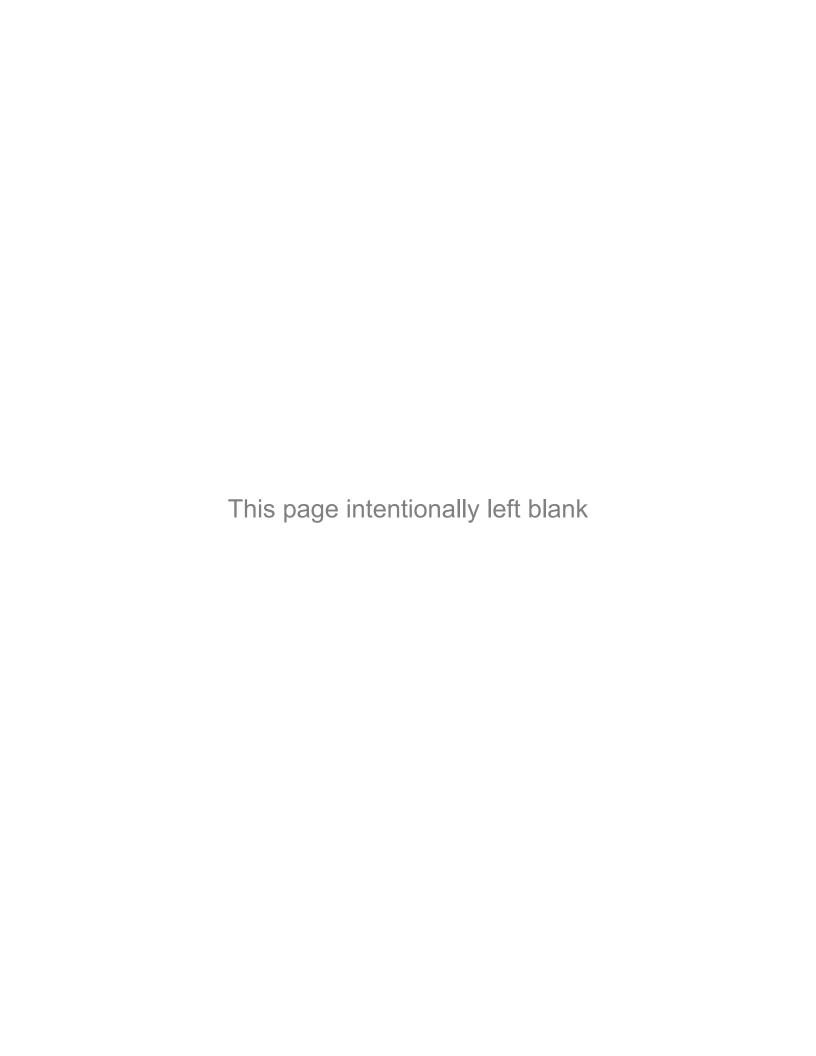
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DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

{insert project name here}

STATE OF _	7				
COUNTY OF					
	I,(T:(1-) - £			(Affiant)
after being ca appropriate st	utioned and sworn, r	represent to the C	ity of Oxfore	d, Ohio, the follow	ing: (check the
	At the time the Propersonal property to which the City of C	axes on the Gener	al Tax Lists	of Personal Property	-
		OR			
	At the time the Propersonal property to which the City of O such due and unpainterest, are set fort	axes on the Gener xford, Ohio has te aid delinquent ta	al Tax Lists of the contract o	of Personal Property er County) and that	y of a county in the amounts of
	Taxes:	Penalties and	Interest:	Counties:	
	\$ \$	\$ \$			
			(Signature	of Affiant)	
			(Print Nam	e)	
	Sworn to and subsc	ribed before me t	this day	v of	20
			Notary Pub	lic	

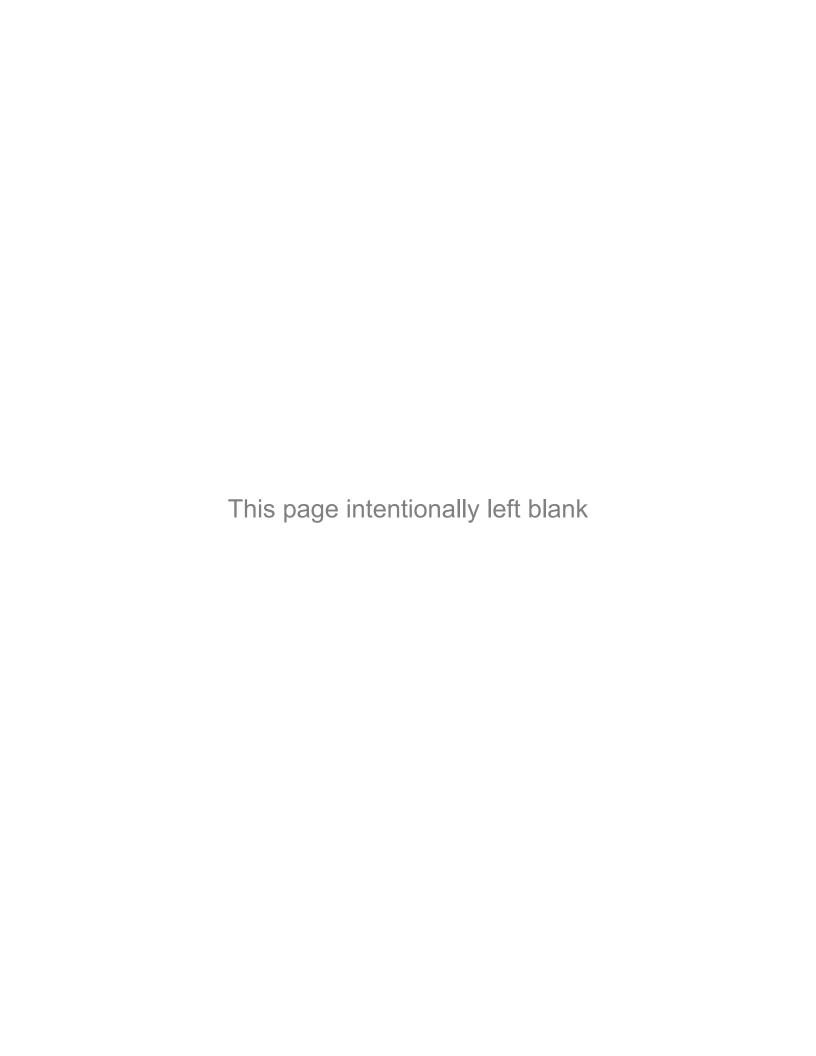




NONCOLLUSION AFFIDAVIT

{insert project name here}

STATE OF _ COUNTY OF	, SS:	
	I, (Title) of	(Affiant),
"Bidder"), afte	er being cautioned and sworn, represen	nt to the City of Oxford, Ohio the following:
1	independently without collusion, con-	r's Proposal for the Project has been arrived at sultation, communication, or agreement for the to any matter relating to such bid price with any
2	knowingly disclosed by the Bidder	either the bid price nor the Proposal has been and will not knowingly be disclosed by the etly or indirectly, to any other bidder or to any est in the bid price.
3		be made by the Bidder to induce any other on to submit or not to submit a bid for the
		(Signature of Affiant)
		(Print Name)
	Sworn to and subscribed before me to	his day of, 20
		Notary Public

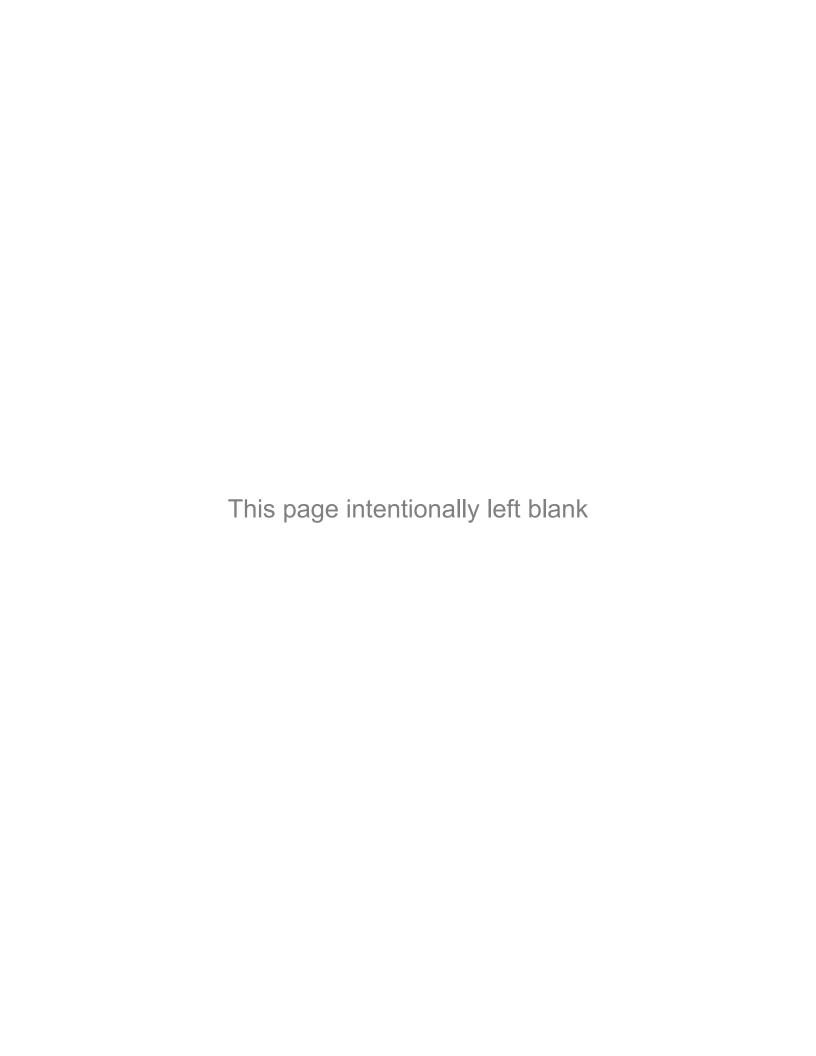




AFFIDAVIT OF AUTHORITY

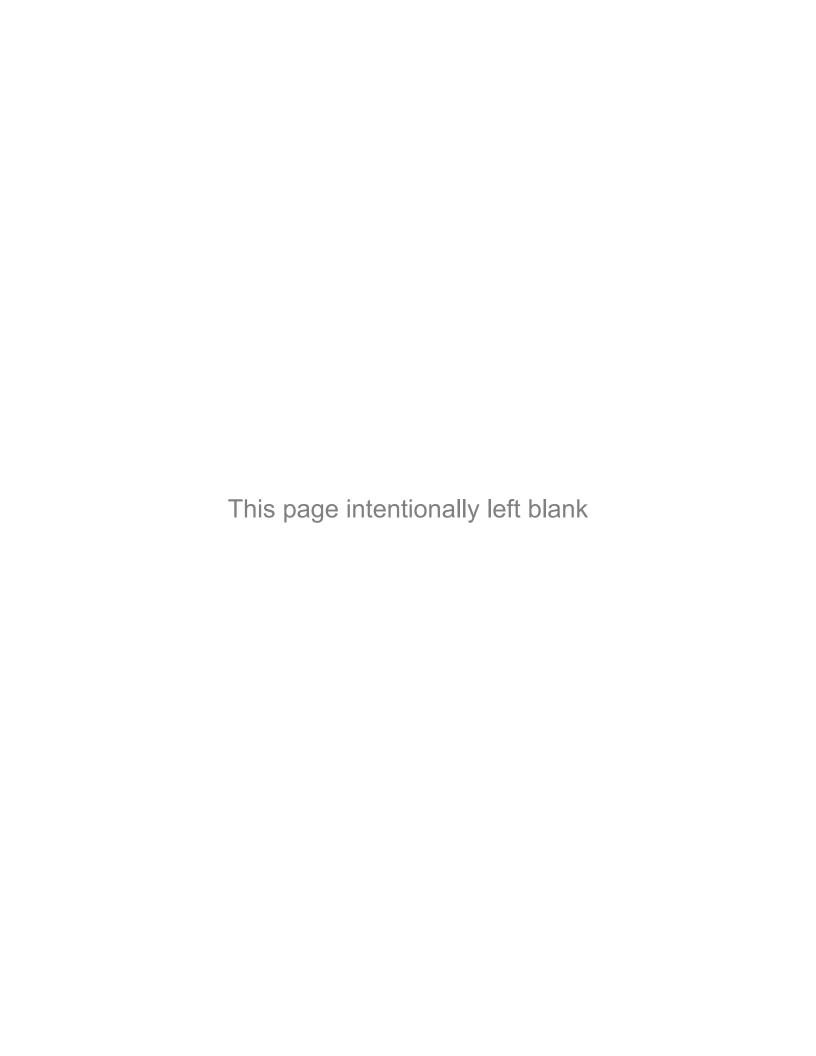
{insert project name here}

STATE COUNT	OF Y OF		, SS:		
I and swo	,	e the following:		(Affiant), afte	er being cautioned
and Swo	m, sta	e the following.			
1	1.	I am the Secretary of and existing under the law	s of the St	(the "Company"), a corporate of	oration organized
2	2.	I am familiar with the reco	ords of the	Company.	
3	3.	to execute a contract on be	(name or the	of officer) is authorized to sign e Company for the above-refe	n the Proposal and prenced project.
				(Cianatana a CA (Ciana)	
				(Signature of Affiant) (Print Name)	
S	Sworn	to and subscribed before n	ne this	day of	, 20
				Notary Public	



DRUG-FREE WORKPLACE COMPLIANCE AFFIDAVIT FORM (O.R.C. - 153.03 - 153.031)

I,, the _	of
On behalf of said corporation/company	and in accordance with O,R.C 153.01 - 153.031, hereby
	is enrolled and in good standing with the
Ohio Bureau of Workers' Compensation	n Drug-Free Workplace Program, or in a comparable program,
called	, which has been approved by the
Bureau of Workers' Compensation.	
I further certify and acknowledge	e that understands
That this compliance form shall be inco	rporated into and become a part of the contract between the
public contracting authority and	as contractor if the said
corporation/company is the successful b	idder on theProject.
contractually responsible to the public of necessary to ensure that it's subcontract and in good standing with the Ohio Program, or with a comparable Bureau	nally certifies, agrees and acknowledged that it is hereby contracting authority for taking whatever measures are legally tors, and any subsequent tier of contractors, are also enrolled Bureau of Workers' Compensation Drug-Free workplace approved program, prior to provision of any labor on the Project by any subcontractor of any tier.
Further Affiant Sayeth Naught.	
	(signature of Affiant)
	(printed or typed name of Affiant)
For	(name of corporation/company/contractor)
Its:	(title of Affiant)
STATE OF)	0.
COUNTY OF)	S:
, on the day	ne, a Notary Public in and for the State of ofby his/her voluntary act and deed.
(Affiant)	mismer voluntary act and dood.
	Notary Public



SECTION 00 7200 GENERAL CONDITIONS

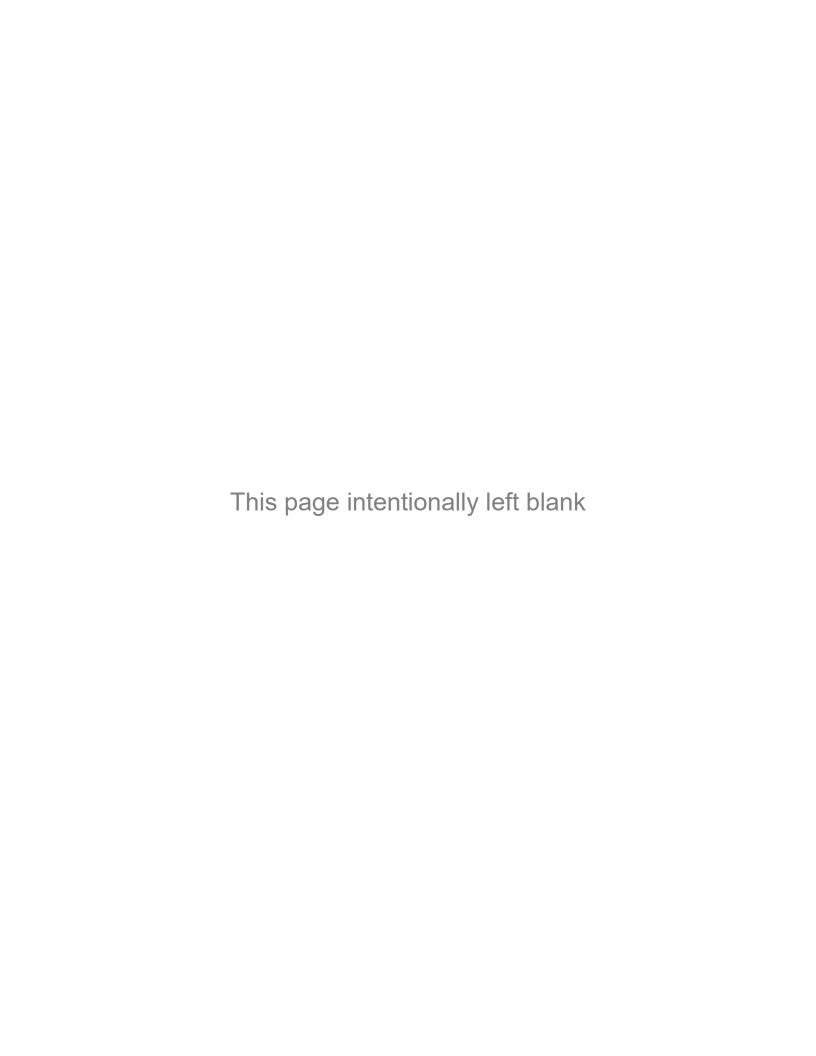
FORM OF GENERAL CONDITIONS

1.01 THE GENERAL CONDITIONS APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.

RELATED REQUIREMENTS

2.01 SECTION 00 7300 - SUPPLEMENTARY CONDITIONS.

END OF SECTION 00 7200



General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Darke County Wagner Avenue Interior Renovation 631 Wagner Avenue Greenville, Ohio 45331

THE OWNER:

(Name, legal status and address)

Darke County Board of Commissioners 520 S. Broadway Street Greenville, Ohio 45331

THE ARCHITECT:

(Name, legal status and address)

App Architecture, Inc. 615 Woodside Drive Englewood, Ohio 45322

TABLE OF ARTICLES

- **GENERAL PROVISIONS**
- **OWNER**
- CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 **CHANGES IN THE WORK**
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 **INSURANCE AND BONDS**
- **UNCOVERING AND CORRECTION OF WORK** 12

MISCELLANEOUS PROVISIONS

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For guidance in modifying this document to include supplementary conditions, see AIA Document A503™-2017, Guide for Supplementary Conditions.

- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 **CLAIMS AND DISPUTES**

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Init.

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User Notes:

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

- § 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.
- § 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.
- § 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

- § 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.
- § 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

- § 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.
- § 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

G202TM–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

- § 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- § 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

- § 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.
- § 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.
- **§ 2.2.3** After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.
- § 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

- § 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
- § 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

- § 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.
- § 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- § 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.
- § 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

- § 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- § 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.
- § 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

- § 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.
- § 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.
- § 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

- § 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.
- § 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.
- § 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

- § 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- § 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

User Notes:

§ 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,
 - 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
 - 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

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

- § 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.
- § 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

- § 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.
- § 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

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

ARTICLE 4 ARCHITECT

§ 4.1 General

- § 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.
- § 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

- § 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.
- § 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.
- § 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

- § 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.
- § 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- § 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.
- § 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.
- § 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.
- § 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.
- § 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.
- § 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 **SUBCONTRACTORS**

§ 5.1 Definitions

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

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

- § 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.
- § 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.
- § 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
- § 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

- § 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.
- § 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- § 6.1 Owner's Right to Perform Construction and to Award Separate Contracts
- § 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.
- § 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- § 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.
- § 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

- § 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- § 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.
- § 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.
- § 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

- § 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
- § 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.
- § 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

- § 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:
 - .1 The change in the Work;
 - .2 The amount of the adjustment, if any, in the Contract Sum; and
 - .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

- § 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- § 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.
- § 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
 - .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - .4 As provided in Section 7.3.4.
- § 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed:
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.
- § 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.
- § 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- § 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- § 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- § 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.
- § 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

- **§ 8.1.1** Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- § 8.1.2 The date of commencement of the Work is the date established in the Agreement.
- § 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

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

§ 8.2 Progress and Completion

- § 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
- § 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.
- § 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

- § 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.
- § 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.
- § 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

- § 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.
- § 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

- § 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.
- § 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

- § 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- § 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.
- § 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

- § 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.
- § 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

- § 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of
 - .1 defective Work not remedied;
 - third party claims filed or reasonable evidence indicating probable filing of such claims, unless security .2 acceptable to the Owner is provided by the Contractor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

- reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; .4
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- § 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.
- § 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- § 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

- § 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.
- § 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.
- § 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.
- § 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.
- § 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.
- § 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- § 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.
- § 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

- § 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- § 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- § 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.
- § 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
- § 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- employees on the Work and other persons who may be affected thereby; .1
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- § 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.
- § 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.
- § 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- § 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.
- § 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- § 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

- § 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- § 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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

- § 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
- § 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- § 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.
- § 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

- § 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.
- § 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.
- § 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.
- § 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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

§ 11.2 Owner's Insurance

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

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

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

§ 11.3 Waivers of Subrogation

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

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

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

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

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

- § 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.
- § 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.
- § 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- § 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.
- § 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

- § 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.
- § 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

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

§ 13.4 Tests and Inspections

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

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

- § 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.
- § 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.
- § 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.
- § 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.
- § 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

- § 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:
 - .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped:
 - **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
 - .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
 - .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.
- § 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
- § 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a 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:
 - Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - .2 Accept assignment of subcontracts pursuant to Section 5.4; and
 - .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- § 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- § 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

- § 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.
- § 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent
 - .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
 - .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

- § 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.
- § 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall
 - .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

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

§ 15.1.2 Time Limits on Claims

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

§ 15.1.3 Notice of Claims

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

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

§ 15.1.4 Continuing Contract Performance

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

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

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

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

§ 15.1.7 Waiver of Claims for Consequential Damages

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

- 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
- 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
- § 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

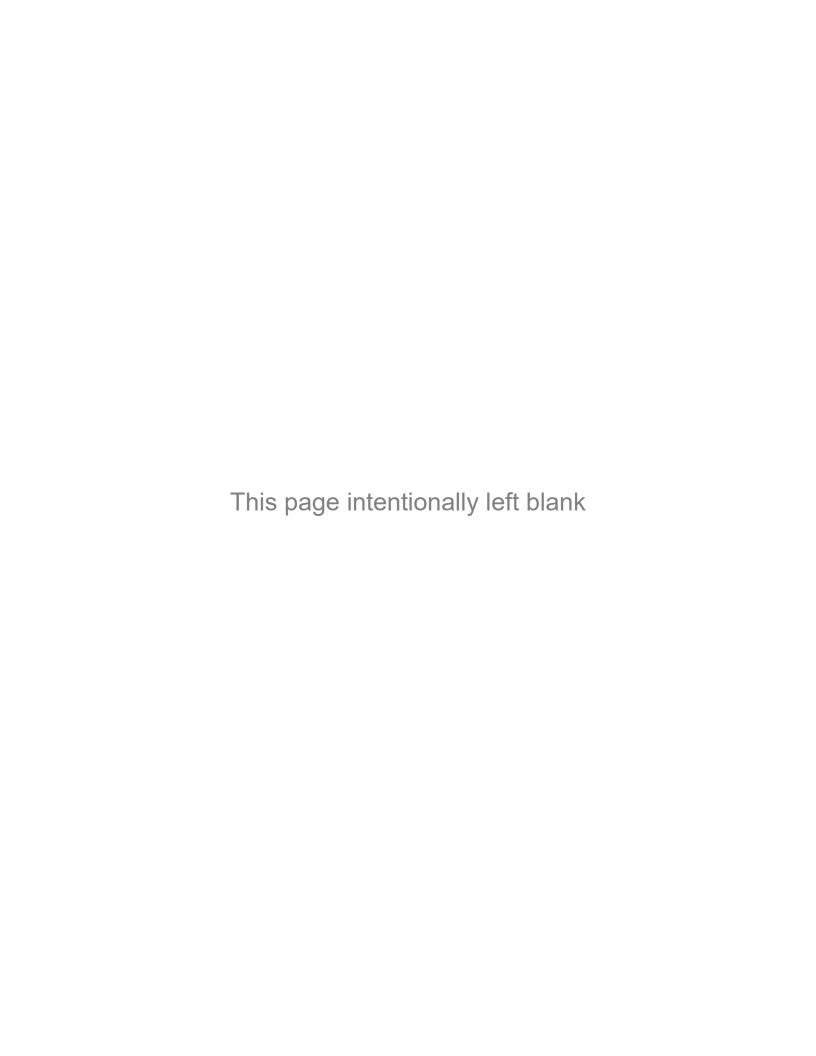
- § 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration 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 7300 SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 General Conditions and other provisions of Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 7300

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SECTION 00 7300 SUPPLEMENTARY CONDITIONS

The following supplements modify the *General Conditions of the Contract for Construction*, AIA Document A201-2017. Where a portion of the General Conditions is modified or deleted by these supplementary conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

Add the following sentence to the End of Section 1.1.1:

The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

Add Section 1.2.1.2 to Section 1.2.1:

- 1.2.1.2 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 Conditions.
- 4. The General Conditions of the Contract for Construction.
- 5. Division 1 of the Specifications.
- 6. Drawings and Division 2-33 of the Specifications.

In the case of conflicts or discrepancies between Drawings and Divisions 2-33 of the Specifications or within either Document not clarified by Addendum; the Architect will determine which takes precedence in accordance with Subparagraph 4.2.11.

1.7 DIGITAL DATA USE AND TRANSMISSION

Add the following Section 1.7.1 to Section 1.7:

- 1.7.1 Contractor's Use of Instruments of Service in Electronic Form.
- 1.7.1.1 The Architect may, with the concurrence of the Owner, furnish to the Contractor versions of Instruments of Service in electronic form. The Contract Documents executed or identified in accordance with Subparagraph 1.5.1 shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations involving computers.
- 1.7.1.2 The Contractor shall not transfer or reuse Instruments of Service in electronic or machine readable form without the prior written consent of the Architect.
- 1.7.1.3 The Contractor may obtain these computer aided design files for use in preparation of shop drawings and/or coordination drawings by completing the Architect's Agreement and Waiver for Use of Computer Aided Design File. See attached. This form is bound in the specifications manual.

Add the following Section 1.9 to Article 1:

1.9 Representatives of the Owner, Contractor and Architect shall meet periodically at mutually agreed-upon intervals for the purpose of establishing procedures to facilitate cooperation, communication and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

ARTICLE 2 - OWNER

2.3 INFORMATION AND SERVICES REQUIRED BY THE OWNER

Delete Section 2.3.6 and substitute the following:

The General Contractor will be furnished free of charge, electronic copies of Drawings and Project Manual.

ARTICLE 3 - CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

To Paragraph 3.2 add the following Subparagraph 3.2.5:

3.2.5 Do not scale the Drawings. Follow indicated dimensions. In case of any discrepancy in the figures, bring the matter to the attention of the Architect for decision before proceeding with the Work. Failure to follow this procedure shall be at the Contractor's own risk, and the Architect's decision shall be final.

3.4 LABOR AND MATERIALS

Delete Section 3.4.2 and substitute the following:

- 3.4.2 After the Contract has been executed, the Owner and Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications). By making requests for substitutions, the Contractor:
- .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
- .2 represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
- .3 certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
- .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

Add the following Section 3.4.4 to Section 3.4:

3.4.4 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect to evaluate the Contractor's proposed substitutions and to make agreed-upon changes in the Drawings and Specifications made necessary by the Owner's acceptance of such substitutions.

3.6 TAXES

Add Subparagraph 3.6.1 to Section 3.6:

3.6.1 The Owner is exempt from State of Ohio sales and use tax laws and such taxes shall not be included in bid.

3.7 PERMITS, FEES, AND NOTICES

Add the following two sentences to Section 3.7.1:

The Owner shall pay fees for public or private water, gas, electrical, and other utility extensions at the site. The Contractor shall secure and arrange for all necessary utility connections.

3.8 ALLOWANCES

Delete semicolon at end of Section 3.8.2.2 and add the following:

, except that if installation is included as part of an allowance in Divisions 1-33 of the Specifications, the installation and labor cost for greater or lesser quantities of Work shall be determined in accordance with Subparagraph 7.3.6;

3.9 SUPERINTENDENT

Delete Section 3.9.1 and substitute the following:

3.9.1 The Contractor shall employ a superintendent or an assistant to the superintendent who is responsible for coordinating Drawings, Specifications, and shop drawings pertaining to such systems. The coordinator shall assist the Subcontractors in arranging space conditions to eliminate interference between the mechanical and electrical systems and other Work and shall supervise will perform as a coordinator for mechanical and electrical Work. The coordinator shall be knowledgeable in mechanical and electrical systems and capable of reading, interpreting and the preparation of coordination drawings documenting the spatial arrangements for such systems within restricted spaces. The coordinator shall assist in planning and expediting the proper sequence of delivery of mechanical and electrical equipment to the site.

Add the following Sections to 3.9.1:

- 3.9.1.1 The Contractor shall submit an outline of the qualifications and experience of the Contractor's proposed superintendent, including references, to the Architect within ten (10) days of the Notice to Proceed.
- 3.9.1.2 The Owner reserves the right to reject the Contractor's proposed superintendent. Failure of the Architect to notify the Contractor within 30 days of receipt of the required information shall constitute notice that the Owner has no objection.
- 3.9.1.3 Should the Owner reject the Contractor's superintendent, the Contractor shall replace the superintendent at no additional cost.
- 3.9.1.4 The Contractor shall not change the Contractor's superintendent without written approval of the Owner.

3.9.1.5 If the Contractor proposes to change the Contractor's superintendent, the Contractor shall submit to the Architect a written justification for the change, along with the name and qualifications of the individual whom the Contractor proposes to be the new superintendent.

4.1 ARCHITECT

No Changes.

ARTICLE 5 - SUBCONTRACTORS

Delete Section 5.2.1, 5.2.2 and 5.2.3 and substitute the following:

5.2.1 Not later than 30 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner through the Architect the names of persons or entities proposed as manufacturers, fabricators or material suppliers for the products, equipment and systems identified in the General Requirements (Division 1 of the Specifications) and, where applicable, the name of the installing Subcontractor.

ARTICLE 6 - CONSTRUCTION BY OWNER OF BY SEPARATE CONTRACT

No changes.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

Add the following Section 7.1.4 to Section 7.1:

- 7.1.4 The combined overhead and profit included in the total cost to the Owner of a change in the Work shall be based on the following schedule:
- .1 For the Contractor, for Work performed by the Contractor's own forces, <u>10</u> percent of the cost.
- .2 For the Contractor, for Work performed by the Contractor's Subcontractor, $\underline{5}$ percent of the amount due the Subcontractor.
- .3 For each Subcontractor involved, for Work performed by that Subcontractor's own forces, <u>10</u> percent of the cost.
- .4 For each Subcontractor involved, for Work performed by the Subcontractor's subcontractors, <u>5</u> percent of the amount due the Sub-subcontractor.
- .5 Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.
- .6 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in a manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case will a change involving over \$500. be approved without such itemization.

ARTICLE 8 - TIME

No changes.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.2 SCHEDULE OF VALUES

Add the following sentence to Section 9.2:

The form of Schedule of Values shall be that each major item of Work and each subcontracted item of Work is shown as a single line item on a current AIA Document G703 - 1992, Certificate of Payment, Continuation Sheet.

9.3 APPLICATIONS FOR PAYMENT

To Subparagraph 9.3.1 add the following sentence:

The form of application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702 -1992, Application and Certification for Payment, supported by a current authorized edition of AIA Document G703 - 1992, Continuation Sheet.

Add the following Section 9.3.1.3 to Section 9.3.1:

9.3.1.3 Until the Work is 50 percent complete, the Owner shall pay 90 percent of the amount due the Contractor on account of progress payments. At the time the Work is 50 percent complete and thereafter, the Architect will authorize remaining partial payments to be paid in full.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

No changes.

ARTICLE 11 - INSURANCE AND BONDS

To Section 11.1.1, add the following:

- 11.1.1.1 As part of its proposal, each Bidder shall submit evidence of the following insurance coverage, and if awarded the contract, shall always during the term of the contract maintain such insurance. The insurance company(ies) providing the required insurance shall be authorized by the Ohio Department of Insurance to do business in Ohio and rated "A" or above by A. M. Best Company or equivalent. The successful Bidder shall provide a copy of the policy or policies and any necessary endorsements, or a substitute for them satisfactory to and approved by the Owner, evidencing the required insurances upon execution of the contract.
- 1. Commercial General Liability Insurance, including Contractual Liability Coverage Products and Completed Operations Coverage and Broad Form Property Damage, written on an "occurrence" basis, with limited of liability not less than One Million Dollars (\$1,000,000) per person/One Million Dollars (\$1,000,000) per occurrence/ Two Million Dollars (\$2,000,000) annual aggregate, and with a deductible no greater than \$25,000, covering bodily injury, personal injury, property damage and loss of use of property.
- 2. Business automobile liability insurance to cover each automobile, truck or other vehicle used in the performance of the Contract in an amount not less than a combined single limit of One Million Dollars (\$1,000,000) for bodily injury (including death at any time occurring) and property damage per occurrence.
- 3. Workers' compensation and employer's liability insurance as provided under the laws of the State of Ohio.
- 4. Statutory unemployment insurance protection for all its employees.

- 5. The successful Bidder will name the Owner, City of Oxford, as additional insured on all policies, and all policies will contain a clause stating the coverage will be primary and noncontributor as respect to all work being performed for the Owner, City of Oxford,.
- 7. The successful Bidder will provide the Owner with no less than thirty days' written notice if the Bidder's insurance will be cancelled, non-renewed, or has any material changes in coverage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK No change.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

To Article 13 add the following Section 13.6:

13.6 MECHANICS LIEN LAW

13.6.1 The Owner and all Contractors will comply with the regulations and requirements of Chapter 1311 of the Ohio Revised Code. Prior to the start of construction, the Owner will file a Notice of Commencement (NOC) with the county recorder where the project is located. A copy of the NOC will be posted on the job site and copies will be given to the Original Contractors, who, in turn, must provide copies to its Subcontractors, lower tier Subcontractors, suppliers and materialmen.

ARTICLE 14 - TERMINATION OR SUSPENSION OF CONTRACT

No changes.

END OF SECTION

SECTION 00 8300 WAGE DETERMINATION

TO: PROSPECTIVE BIDDERS:

1.01 THE MINIMUM WAGES TO BE PAID TO ALL SKILLED LABOR, INTERMEDIATE GRADE LABOR, AND UNSKILLED AND COMMON LABOR EMPLOYED ON THIS CONTRACT SHALL BE IN ACCORDANCE WITH THE "SCHEDULE OF PREVAILING HOURLY WAGE RATES" ASCERTAINED AND DETERMINED BY THE DAVIS BACON ACT (40 UNITED STATES CODE (U.S.C) 3141 TO 3148) AND AGREE TO COMPLY WITH THESE REQUIREMENTS AND ALL OTHER APPLICABLE FEDERAL AND STATE REGULATIONS.

END OF SECTION 00 8300

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SECTION 01 1000 SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: 4265 Oxford Park Place Restroom Facility REBID
- B. Owner's Name: City of Oxford.
- C. Architect's Name: App Architecture, Inc.
- D. The Project consists of the construction of a new 270 GSF Restroom Facility and other work indicated in the Contract Documents to include, but not limited to civil, architectural, structural, plumbing, heating, and electrical.

1.02 CONTRACT DESCRIPTION

A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form .

1.03 WORK BY OWNER

- A. Owner will perform no physical work.
- B. Items noted NIC (Not in Contract) will be paid for by the Owner during the course of construction. Scheduling and coordination will be the responsability of the General Contractor.
 - 1. Independent Inspections and Testing.
 - 2. Three (3) parking spaces located on West Park Place; see drawings for more informatiion.
- C. Owner will supply the following for installation by Contractor:
 - 1. Adult Changing Station.

1.04 OWNER OCCUPANCY

- A. Owner intends to allow public use of the adjacent park area, inclusive of the spray park. during the full construction timeframe. General Contractor will provide required safety protections at the Area of Work
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Use of site adjacent to the Area of Work by the public.
 - 2. Continued use of West Park Place for vehicular traffic .
- C. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Access During Construction: Maintain vehicular access along West Park Place during construction period.
 - 2. Temporary and limited shutdown of vehicular access at West Park Place is permitted and shall be coordinated with the City of Oxford and shall include all required permits.
 - 3. Do not obstruct roadways, sidewalks, or other public ways without permit.

D. Time Restrictions:

- 1. Limit conduct of especially noisy exterior work to the hours of 9:00 a.m. to 4:30 p.m..
- 2. Limit conduct of work from 7:00 a.m. to 4:30 p.m., unless otherwise coordinated with the Owner

- 3. Weekend Hours: As approved by Owner.
- 4. Early Morning Hours: As approved by Owner.
- E. Utility Outages and Shutdown:
 - 1. Limit shutdown of utility services to 3 hours at a time, arranged at least 24 hours in advance with Owner.
 - 2. Prevent accidental disruption of utility services to other facilities.

END OF SECTION 01 1000

SECTION 01 2000 PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 00 5200 Agreement Form
- B. Section 00 6200 General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 00 7300 Supplementary ConditionsPercentage allowances for Contractor's overhead and profit.
- D. Section 01 7800 Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- Submit Schedule of Values , electronically, within 15 days after date of Owner-Contractor Agreement.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization, bonds and insurance, and allowances.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and zero hard-copies of each Application for Payment.
- I. Include the following with the application:
 - Construction progress schedule, revised and current as specified in Section 01 3000.

- 2. Partial release of liens from major subcontractors and vendors.
- 3. Affidavits attesting to off-site stored products.
- Release of Liens from General Contractor

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 10 calendar days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Overhead and profit.
 - c. Justification for any change in Contract Time.
 - d. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise subschedules to adjust times for other items of work affected by the change, and resubmit.
- I. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 - 1. All closeout procedures specified in Section 01 7000.

END OF SECTION 01 2000

SECTION 01 2100 ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Building Permit allowances.

1.02 BUILDING PERMIT ALLOWANCES

- A. Costs Included in Building Permit Allowance: Cost of the building permit to Contractor .
- B. Costs Not Included in Building Permit Allowance: Trade Permits, Inspections & Testing
- C. Architect Responsibilities:
 - 1. Architect will submit for the Building Permit and respond to reviewers comments and questions in a timely fashsion.
- D. Contractor Responsibilities:
 - 1. Pay for and pick up the Building Permit from the Authority Having Jurisdiction.
- E. Differences in costs will be adjusted by Change Order.

1.03 ALLOWANCES SCHEDULE

A. Include the stipulated sum of \$3,000.00 for purchase and delivery of Building permit.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2100

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SECTION 01 2300 ALTERNATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

1.02 RELATED REQUIREMENTS

A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.

1.03 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

1.04 SCHEDULE OF ALTERNATES

- A. As noted or shown in the Contract Documents and Bid Packages.
 - 1. Alternate No. 1 WEST SIDEWALK REPLACEMENT:
 - a. Alternate Item: See Drawing number C3.0 ALTERNATIVE #1 DEMOLITION, SITE & GRADING PLAN including A1.1 DEMOLITION + NEW SITE PLANS.
 - Alternate No. 2 EPOXY FLOORING:
 - a. Alternate Item: See Section 09 6700 Fluid Applied Flooring and Drawing number A0.2 FINISH SCHEDULE .
 - 3. Alternate No. 3 ART ANCHORS:
 - a. Alternate Item: See Drawing number A3.1 EXTERIOR ELEVATIONS (ELEVATION C3/A3.1: CONSTRUCTION NOTE #9), A5.3 EXTERIOR DETAILS (DETAIL F2/A5.2)
 - 4. Voluntary Alternate_____ No. VA-1 VOLUNTARY ALTERNATE:
 - a. Voluntary Alternate Item: Alternate as proposed by the general contractor for changing, adding, or deleting a material, system, product of method of construction that is voluntarily proposed and separately priced.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2300

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SECTION 01 2500 SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 2113 Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 3000 Administrative Requirements: Submittal procedures, coordination.
- C. Section 01 6000 Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - c. Unavailability of required warranty terms.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.

- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. No specific form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - Official project name and number, and any additional required identifiers established in Contract Documents.
 - 2) Owner's, Architect's, and Contractor's names.
 - b. Substitution Request Information:
 - Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - 2) Indication of whether the substitution is for cause or convenience.
 - 3) Issue date.
 - Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 5) Description of Substitution.
 - 6) Reason why the specified item cannot be provided.
 - 7) Differences between proposed substitution and specified item.
 - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - Expected durability.
 - 4) Visual effect.
 - 5) Warranties.
 - 6) Other salient features and requirements.
 - 7) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 - d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Submittal Time Restrictions:
 - 1. Section 00 2113 Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Architect will consider requests for substitutions only within 15 days after date of Agreement.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Submit request for Substitution for Convenience within 14 days of discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
 - 1. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.

- 2. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.
- 3. Bear the costs engendered by proposed substitution of:
 - a. Owner's compensation to the Architect for any required redesign, time spent processing and evaluating the request.
 - b. Other construction by Owner.
 - c. Other unanticipated project considerations.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - Architect's decision following review of proposed substitution will be noted on the submitted form cover sheet.

3.05 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals, for closeout submittals.

3.07 ATTACHMENTS

A. A facsimile of the Substitution Request Form Cover Sheet (During Construction) required to be used on the Project is included after this section.

END OF SECTION 01 2500

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SECTION 01 3000 ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Web-based project software service.
- C. Electronic document submittal service.
- D. Preconstruction meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Submittals for review, information, and project closeout.
- Number of copies of submittals.
- K. Requests for Information (RFI) procedures.
- L. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 General Conditions: Dates for applications for payment.
- B. Section 01 6000 Product Requirements: General product requirements.
- C. Section 01 7000 Execution and Closeout Requirements: Additional coordination requirements.
- D. Section 01 7800 Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 REFERENCE STANDARDS

A. AIA G716 - Request for Information; 2004.

1.04 GENERAL ADMINISTRATIVE REQUIREMENTS

- A. Comply with requirements of Section 01 7000 Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Architect:
 - 1. Requests for Information (RFI).
 - Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 10. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 WEB-BASED PROJECT SOFTWARE SERVICE

- A. Web-Based Project Software Service: Provide, administer, and use web-based project software to host and manage project communication and documentation.
 - 1. Include, at minimum, the following features:
 - a. Project directory, including Owner, Contractor, subcontractors, Architect, Architect's consultants, and other entities involved in the project. Include names of contact persons and contact information for each entity.
 - b. Access control for each entity and for each workflow process to determine each entity's digital rights to create, modify, view, and print documents.
 - c. Workflow planning, allowing customization of workflow for each project entity.
 - d. Creation, logging, tracking, and notification for project communications required in other Specification Sections, including, but not limited to RFI's, submittals, Minor Changes in the Work, Construction Change Directives, and Change Orders.
 - e. Tracking of project communication statuses in real time, including timestamped response log.
 - f. Procedures for viewing PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
 - g. Processing and tracking of payment applications.
 - h. Processing and tracking of contract modifications.
 - i. Creation and distribution of meeting minutes.
 - j. Document management for drawings, specifications, and coordination drawings, including revision control.
 - k. Management of construction progress photographs.
 - I. Mobile device compatibility.
 - m. Creation of data analytics reports.
 - n. Creation and export of editable logs for software functions. Provide Owner, Architect, and Architect's consultants with rights and ability to download logs when requested.
 - 2. Provide up to 20 user licenses for use by Owner, Architect, Architect's consultants, and other entities involved in the project.
 - 3. Comply with the software service's current published licensing agreements.
 - 4. Project Closeout: Provide digital archive in format that is readable by common desktop software applications in format acceptable to Architect. Provide data in locked format to prohibit further changes after completion of the project.

3.02 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.
 - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.

- 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
- 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
- 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.

3.03 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - Contractor.
 - 4. Contractor's Superintendent.
 - 5. Major subcontractors.

C. Agenda:

- Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
- 2. Submission of initial Submittal schedule.
- 3. Designation of personnel representing the parties to Contract and Architect.
- 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
- Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- Schedule and administer meetings throughout progress of the work at maximum bi-weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.

D. Agenda:

- 1. Review of work progress.
- 2. Field observations, problems, and decisions.
- 3. Identification of problems that impede, or will impede, planned progress.
- 4. Review of submittals schedule and status of submittals.
- 5. Review of RFIs log and status of responses.
- 6. Maintenance of progress schedule.
- 7. Corrective measures to regain projected schedules.
- 8. Planned progress during succeeding work period.
- 9. Maintenance of quality and work standards.
- 10. Effect of proposed changes on progress schedule and coordination.
- 11. Other business relating to work.

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

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 - Include written certification that major contractors have reviewed and accepted proposed schedule.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 DAILY CONSTRUCTION REPORTS

- A. Include only factual information. Do not include personal remarks or opinions regarding operations and/or personnel.
- B. Prepare a daily construction report recording the following information concerning events at Project site and project progress:
 - 1. Date.
 - 2. High and low temperatures, and general weather conditions.
 - 3. List of subcontractors at Project site.
 - 4. List of separate contractors at Project site.
 - 5. Approximate count of personnel at Project site.
 - 6. Major equipment at Project site.
 - 7. Material deliveries.
 - 8. Safety, environmental, or industrial relations incidents.
 - 9. Meetings and significant decisions.
 - 10. Unusual events (submit a separate special report).
 - 11. Stoppages, delays, shortages, and losses. Include comparison between scheduled work activities (in Contractor's most recently updated and published schedule) and actual activities. Explain differences, if any. Note days or periods when no work was in progress and explain the reasons why.
 - 12. Testing and/or inspections performed.
 - 13. Signature of Contractor's authorized representative.

3.07 PROGRESS PHOTOGRAPHS

- A. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Architect.
- B. In addition to periodic, recurring views, take photographs of each of the following events:
 - 1. Completion of site clearing.
 - Excavations in progress.
 - 3. Foundations in progress and upon completion.
 - 4. Structural framing in progress and upon completion.
 - 5. Enclosure of building, upon completion.
 - 6. Final completion, minimum of ten (10) photos.

3.08 REQUESTS FOR INFORMATION (RFI)

- A. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.

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- a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
- b. Do not forward requests which solely require internal coordination between subcontractors.
- 2. Prepare in a format and with content acceptable to Architect.
- 3. Prepare using software provided by the Electronic Document Submittal Service.
- B. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section 01 6000 Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 - 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 - 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- C. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
 - Official Project name and number, and any additional required identifiers established in Contract Documents.
 - 2. Owner's, Architect's, and Contractor's names.
 - 3. Discrete and consecutive RFI number, and descriptive subject/title.
 - 4. Issue date, and requested reply date.
 - 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 - 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 - 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- D. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- E. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
 - 3. Highlight items requiring priority or expedited response.
 - 4. Highlight items for which a timely response has not been received to date.
- F. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.

- 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- G. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.09 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Submit at the same time as the preliminary Construction Progress Schedule.
 - 2. Coordinate with Contractor's construction schedule and schedule of values.
 - 3. Arrange information to include scheduled date for initial submittal, specification number and title, submittal category (for review or for information), description of item of work covered, and role and name of subcontractor.
 - 4. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 Closeout Submittals.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.
 - 2. Certificates.
 - 3. Test reports.
 - 4. Inspection reports.
 - 5. Manufacturer's instructions.
 - 6. Manufacturer's field reports.
 - 7. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 Closeout Submittals:
 - Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Extra Copies at Project Closeout: See Section 01 7800.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate Project Submittal Cover Sheet for each item. Form included at end of this specification section.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 3. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 6. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - Upload submittals in electronic form to Electronic Document Submittal Service website.
 - 7. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 15 days.
 - 8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 - 9. When revised for resubmission, identify all changes made since previous submission.
 - 10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 - 11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.

- B. Product Data Procedures:
 - 1. Submit only information required by individual specification sections.
 - 2. Collect required information into a single submittal.
 - 3. Submit concurrently with related shop drawing submittal.
 - 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
 - Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 - 2. Do not reproduce Contract Documents to create shop drawings.
 - 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
 - 1. Transmit related items together as single package.
 - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.15 SUBMITTAL REVIEW

- A. Submittals for Review: Architect and Consultants will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Reviewed", or language with same legal meaning.
 - b. "Reviewed as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Reviewed as Noted, Resubmit for Record", or language with same legal meaning.
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
 - 1. Items for which no action was taken:
 - a. "Received" to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" no further action is required from Contractor.

END OF SECTION 01 3000

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SECTION 01 4000 QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Mock-ups.
- F. Tolerances.
- G. Manufacturers' field services.
- H. Defect Assessment.

1.02 RELATED REQUIREMENTS

- Document 00 7200 General Conditions: Inspections and approvals required by public authorities.
- B. Section 01 3000 Administrative Requirements: Submittal procedures.
- C. Section 01 6000 Product Requirements: Requirements for material and product quality.

1.03 REFERENCE STANDARDS

- A. ASTM C1021 Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM C1077 Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation; 2025a.
- C. ASTM C1093 Standard Practice for Accreditation of Testing Agencies for Masonry; 2023.
- D. ASTM D3740 Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2023.
- E. ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2023.
- F. ASTM E543 Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- G. ASTM E699 Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components; 2016.
- H. IAS AC89 Accreditation Criteria for Testing Laboratories; 2021.

1.04 DEFINITIONS

A. Contractor's Quality Control Plan: Contractor's management plan for executing the Contract for Construction.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.

- b. Project title and number.
- c. Name of inspector.
- d. Date and time of sampling or inspection.
- e. Identification of product and specifications section.
- f. Location in the Project.
- g. Type of test/inspection.
- h. Date of test/inspection.
- Results of test/inspection.
- j. Compliance with Contract Documents.
- 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.06 QUALITY ASSURANCE

- A. Testing Agency Qualifications:
 - 1. Prior to start of work, submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Qualification Statement: Provide documentation showing testing laboratory is accredited under IAS AC89.
- B. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.07 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

1.08 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. Owner will employ and pay for services of an independent testing agency to perform special tests and inspections required by authorities having jurisdiction as the responsibility of the Owner, as indicated in the Statement of Special Inspections included at the end of this Section and as follows:
 - 1. Notifying Architect and Contractor promptly of any irregularities and deficiences observed in the Work during performance of its services.
 - Submitting a certified written report of each test, inspection, and similar quality control services to Architect with a copy to Contractor and to authorities having jurisdiction.
 - 3. Retesting and reinspecting corrected Work.
- B. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- C. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- D. Contractor Employed Agency:
 - 1. Testing agency: Comply with requirements of ASTM E329, ASTM E543, ASTM E699, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM D3740.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

3.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Notify Architect fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- D. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- E. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

- F. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- G. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
 - 1. Architect will issue written comments within seven (7) working days of initial review and each subsequent follow up review of each mock-up.
 - 2. Make corrections as necessary until Architect's approval is issued.
- H. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- I. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.04 TESTING AND INSPECTION

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 - 5. Perform additional tests and inspections required by Architect.
 - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
 - Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Agency may not approve or accept any portion of the Work.
 - 3. Agency may not assume any duties of Contractor.
 - 4. Agency has no authority to stop the Work.

D. Contractor Responsibilities:

- 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
- 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
- Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
- 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
- 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance equipment as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

3.06 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION 01 4000

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SECTION 01 5000 TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Dewatering
- B. Temporary utilities.
- C. Temporary telecommunications services.
- D. Temporary sanitary facilities.
- E. Temporary Controls: .
- F. Temporary Fire Protection.
- G. Security requirements.
- H. Vehicular access and parking.
- I. Waste removal facilities and services.
- J. Field offices Contractor's option (Not required).

1.02 DEWATERING

- A. Provide temporary means and methods for dewatering all temporary facilities and controls. Comply with requirements of authorities having jurisdiction.
- B. Maintain temporary facilities in operable condition.

1.03 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power
 - 2. Water supply
- B. Provide and pay for all heating and cooling, ventilation, and connections and distributions of Owner provided services (electrical and water) required for construction purposes. Contractor to coordinate installation and removal. Costs to be included in the Contract Sum unless otherwise indicated. Allow other entities engaged in the Project to use temporary services and facilities without cost, including but not limited to, Architect, testing agencies, and authorities having jurisdiction.
- C. New permanent facilities may not be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 ELECTRONIC COMMUNICATION SERVICES

A. Provide, maintain, and pay for a secure WiFi wireless connection to internet services to site at time of project mobilization. Include provisions for access to relevant parties including but not limited to, Architect, testing agencies, and authorities having jurisdiction.

1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.06 TEMPORARY CONTROLS: BARRIERS, FENCING, ENCLOSURES

A. BARRIERS

- 1. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site (adjacent to the Area of Work) and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
 - a. Provide warning signage if required by authorities having jurisdiction.
- 2. Provide protection for plants designated to remain. Replace damaged plants.
- 3. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.
- 4. Traffic Controls: Comply with requirements of authorities having jurisdiction. Maintain vehicular traffice at perimeter streets.

B. FENCING

- 1. Provide 6 foot high fence around construction site; equip with gate(s) with locks.
 - Extent of Fence: See Drawings: As required to protect public and encompass the Area of Work.
 - b. At West sidewalk fencing may be moved onto the sidewalk as required for construction operations, coordination with Owner timeframe fencing may stay on sidewalk. Utilize weighted bases at fence post with yellow coloring on public paths.

1.07 TEMPORARY FIRE PROTECTION

- A. Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire protection program.
 - Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition in accordance with requirements of authorities having jurisdiction.

1.08 SECURITY

A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.09 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. City of Oxford will provide and pay for the use of (3) Existing West Park Place parking spaces located at job site to be used for construction parking, dumpster and storage of materials, see drawings for designated spaces . Additional street and/or lot/garage spaces will be the Contractor's responsability. See City of Oxford website for rental rates.
- F. Contractor to secure and pay for all Right of Way permits required during the course of the project.
- G. Contractor Parking: Other than (3) designated parking spaces on West Park Place the Contractor is to utilize street parking at meters, lots, garages, etc. on adjacent streets. See City of Oxford web site for metered parking locations and rates.

1.10 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

1.11 PROJECT IDENTIFICATION

- A. No other signs are allowed without Owner permission except those required by law.
 - 1. Provide temporary signs as required to inform public and individuals seeking entrance to Project.

1.12 FIELD OFFICES

- A. Office: Not required.
- B. Owner will provide space for Project meetings at Municipal Building located at 15 South College.

1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 5000

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SECTION 01 6000 PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Transportation, handling, storage and protection.
- C. Product option requirements.
- D. Substitution limitations.
- E. Procedures for Owner-supplied products.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Identification of Owner-supplied products.
- B. Section 01 2500 Substitution Procedures: Substitutions made during procurement and/or construction phases.
- C. Section 01 4000 Quality Requirements: Product quality monitoring.

1.03 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purschased for Project or taken from previously purchased stock. The term "product: includes the terms "material," "equipment," "system," and terms of similar intent.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accomplanited by the words "basis-of-design product," including make or model number or other designation. Published attributes and characteristics of basis-of-design product establish salient characteristics of products.

1.04 SUBMITTALS

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. See Section 01 4000 Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.
 - Made of wood from newly cut old growth timber.

- D. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.02 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

2.03 MAINTENANCE MATERIALS

- Furnish extra materials, spare parts, tools, and software of types and in quantities specified in individual specification sections.
- B. Deliver to Project site; obtain receipt prior to final payment.

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

A. See Section 01 2500 - Substitution Procedures.

3.02 OWNER-SUPPLIED PRODUCTS

- A. See Section 01 1000 Summary for identification of Owner-supplied products.
- B. Owner's Responsibilities:
 - Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
- C. Contractor's Responsibilities:
 - 1. Handle, store, install and finish products.
 - 2. Repair or replace items damaged after receipt.

3.03 TRANSPORTATION AND HANDLING

- A. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- B. Promptly inspect shipments to ensure 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, and to minimize handling.

3.04 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
 - 1. Structural Loading Limitations: Handle and store products and materials so as not to exceed static and dynamic load-bearing capacities of project floor and roof areas.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.

- F. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- G. For exterior storage of fabricated products, place on sloped supports above ground.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.
- M. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- N. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

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SECTION 01 7000 EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Pre-installation meetings.
- C. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 Administrative Requirements: Submittals procedures.
- B. Section 01 4000 Quality Requirements: Testing and inspection procedures.
- C. Section 01 5100 Temporary Utilities: Temporary heating, cooling, and ventilating facilities.
- D. Section 01 7610 Temporary Protective Coverings: Materials for protection of installed work.
- E. Section 01 7800 Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 01 7900 Demonstration and Training: Demonstration of products and systems to be commissioned and where indicated in specific specification sections
- G. Section 02 4100 Demolition: Demolition of whole structures and parts thereof; site utility demolition.

1.03 REFERENCE STANDARDS

A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.05 QUALIFICATIONS

1.06 PROJECT CONDITIONS

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- C. Perform dewatering activities, as required, for the duration of the project.
- D. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- E. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.

1.07 COORDINATION

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.

- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Control datum for survey is that indicated on drawings.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- F. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- G. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- H. Utilize recognized engineering survey practices.
- Establish a minimum of two permanent bench marks on site, referenced to established control points. Record locations, with horizontal and vertical data, on project record documents.
- J. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Building foundation, column locations, ground floor elevations.
 - 3. Controlling lines and levels required for mechanical and electrical trades.
- K. Periodically verify layouts by same means.
- L. Maintain a complete and accurate log of control and survey work as it progresses.
- M. On completion of foundation walls and major site improvements, prepare a certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

3.05 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- G. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Prohibit traffic from landscaped areas.
- I. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.
- J. Comply with manufacturer's written instructions for temperature and relative humidity.

3.08 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner 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, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.09 DEMONSTRATION AND INSTRUCTION

- A. See Section 01 7900 Demonstration and Training.
- B. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of Substantial Completion.

3.10 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: Refer to Mechanical Drawings.

3.11 FINAL CLEANING

A. Execute final cleaning prior to Substantial Completion.

- B. Use cleaning materials that are nonhazardous. Use materials recommended by manufacturer or fabricator of the surface to be cleaned.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.12 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
 - 1. Provide copies to Architect.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION 01 7000

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SECTION 01 7800 CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 General Conditions and 00 7300 Supplementary Conditions: Performance bond and labor and material payment bonds, warranty, and correction of work.
- B. Section 01 3000 Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- C. Section 01 7000 Execution and Closeout Requirements: Contract closeout procedures.
- D. Individual Product Sections: Specific requirements for operation and maintenance data.
- E. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.

C. Warranties and Bonds:

- 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
- 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
- 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.

- 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract drawings.
- G. Submit PDF electronic files of scanned record prints, specifications and product data, including addenda and contract modifications.

3.02 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- C. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- D. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
 - 2. Information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture protection and weather-exposed products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional information as specified in individual product specification sections.
- E. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.

- 2. Identify function, normal operating characteristics, and limiting conditions.
- 3. Include performance curves, with engineering data and tests.
- 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
 - 1. Include HVAC outdoor and exhaust air damper calibration strategy.
 - a. Include provisions which ensure that full closure of dampers can be achieved.
 - 2. Include Carbon Dioxide Monitoring Protocol.
 - 3. Include Carbon Monoxide Monitoring Protocol.
 - 4. Include Frost Mitigation Strategy for ventilation heat-recovery system.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Provide control diagrams by controls manufacturer as installed.
- L. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- M. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- N. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- O. Include test and balancing reports.
- P. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Construction Manager, Architect, Consultants, Contractor and subcontractors, with names of responsible parties.

- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Photocopies of warranties and bonds.
- K. Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
 - 1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimium readable file size.
 - 2. File Names and Bookmarks: Bookmark individual documents base on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookdmarked files, then create compostie manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Manual: Bind in commercial quality 8-1/2 by 11 inch three D side ring binders with durable plastic covers.
- F. Cover: Identify each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- G. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification section in which specified, and the name of product or work item.
- H. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

I. Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at the beginning of each document.

END OF SECTION 01 7800

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SECTION 02 4100 DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition of built site elements.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 Summary: Sequencing and staging requirements.
- C. Section 01 1000 Summary: Description of items to be salvaged or removed for re-use by Contractor.
- D. Section 01 5000 Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- E. Section 01 5713 Temporary Erosion and Sediment Control.
- F. Section 01 6000 Product Requirements: Handling and storage of items removed for salvage and relocation.
- G. Section 01 7000 Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- H. Grading: Rough and fine grading. See Civil Drawings.
- I. Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations. See Civil Drawings.
- J. Landscape Grading: Topsoil placement and finish grading. See Civil Drawings
- K. Plants: Plantings. See Civil Drawings.

1.03 DEFINITIONS

- A. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- B. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- C. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- D. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 Safety and Health Regulations for Construction; Current Edition.
- B. NFPA 241 Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2022, with Errata (2021).

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 3 EXECUTION

2.01 DEMOLITION

- A. Remove paving, sidewalks, and curbs required to accomplish new work.
- B. Remove other items indicated, for salvage and relocation.
- C. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill; see Drawings for requirements and standards.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 3. Provide, erect, and maintain temporary barriers and security devices.
 - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- E. Partial Removal of Paving and Curbs: Neatly saw cut at right angle to surface.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- H. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

2.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.

END OF SECTION 02 4100

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SECTION 04 2600 SINGLE-WYTHE UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete masonry units.
- B. Reinforcement, anchorage, and accessories.
- C. Flashings.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Nailing strips for installation in masonry.
- B. Section 07 2123 Loose-Fill Insulation: Granular insulation for masonry unit cores.
- C. Section 07 9200 Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A240/A240M Standard Specification for Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels and for General Applications; 2025a.
- B. ASTM A641/A641M Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2019 (Reapproved 2025).
- C. ASTM A666 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- D. ASTM A951/A951M Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2022.
- E. ASTM C90 Standard Specification for Dry-Cast Loadbearing Concrete Masonry Units; 2024a.
- F. BIA Technical Notes No. 7 Water Penetration Resistance Design and Detailing; 2017.
- G. BIA Technical Notes No. 28B Brick Veneer/Cold-Formed Steel Framed Walls; 2025.
- H. BIA Technical Notes No. 46 Maintenance of Brick Masonry; 2017.
- I. TMS 402/602 Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for smooth masonry units and fabricated wire reinforcement.
- C. Samples: Submit two samples of smooth units to illustrate color, texture and extremes of color range.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 Product Requirements, for additional provisions.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum five years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

1.06 MOCK-UP

- A. Construct a masonry wall as a mock-up panel sized 4 feet long by 4 feet high; include mortar and accessories in mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

1.08 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 x 8 inches and 16 x 4 inches and nominal depths as indicated on drawings for specific locations.
 - 2. Special Shapes: Provide non-standard blocks configured for corners.
 - 3. Load-Bearing Units: ASTM C90, normal weight.
 - 4. Concrete Masonry Units
 - a. Hollow block, as indicated.
 - b. Exposed Faces: Manufacturer's standard color and texture where indicated.
 - c. Coloring: Integral through body.
 - d. Color: As identified on drawings.
 - e. Water repelleant: Integral water repellent.
 - f. Pattern: Smooth Face.
 - g. Manufacturer: County Materials Corporation, 205 North St. P.O. Box 100, Marathon WI, 54448-0100: TEL: 715-848-1365: Web: www.countymaterials.com

2.02 REINFORCEMENT AND ANCHORAGE

- A. Manufacturers:
 - 1. 3GEN Masonry Products; _____: www.3genmp.com.
 - 2. Blok-Lok Limited; _____: www.blok-lok.com/#sle.
 - 3. Substitutions: See Section 01 6000 Product Requirements.
- B. Reinforcing Steel: Type and size as indicated on drawings; galvanized finish.
- C. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- D. Single Wythe Joint Reinforcement: ASTM A951/A951M.
 - Type: Truss or ladder.
 - 2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
 - 3. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.

2.03 FLASHINGS

A. Metal Flashing Materials:

- 1. Stainless Steel Flashing: ASTM A666, Type 304, soft temper; 26 gauge, 0.0187 inch thick; finish 2B to 2D.
- B. Combination Non-Asphaltic Flashing Materials Stainless Steel:
 - 1. Stainless Steel Flashing Self-adhering: ASTM A240/A240M; 2 mil type 304 stainless steel sheet with 8 mil of butyl adhesive and a removable release liner.
 - a. Manufacturers:
 - 1) 3GEN Masonry Products; GENFLASH SS SA: www.3genmp.com/#sle.
 - 2) STS Coatings, Inc; _____: www.stscoatings.com/#sle.
 - 3) Substitutions: See Section 01 6000 Product Requirements.
- C. Membrane Asphaltic Flashing Materials:
 - 1. Rubberized Asphalt Flashing: Self-adhering polymer modified asphalt sheet; 40 mils (0.040 inch) minimum total thickness; 8 mil cross-laminated polyethylene bonded to adhesive rubberized asphalt, with a removable release liner.
 - a. Manufacturers:
 - 1) Advanced Building Products, Inc; ____: www.advancedbuildingproducts.com/#sle.
 - 2) WIRE-BOND; _____: www.wirebond.com/#sle.
 - 3) Substitutions: See Section 01 6000 Product Requirements.
- D. Membrane Non-Asphaltic Flashing Materials:
 - 1. Composite Polymer Flashings Self-Adhering: Composite polyethylene; 40 mil thick with pressure-sensitive adhesive and release paper.
 - a. Manufacturers:
 - 1) 3GEN Masonry Products; GENFLASH: www.3genmp.com/#sle.
 - 2) Hyload, Inc; ____: www.hyload.com/#sle.
 - 3) Substitutions: See Section 01 6000 Product Requirements.
- E. Flashing Sealant/Adhesives: Silicone, polyurethane, or silyl-terminated polyether/polyurethane, or other type required or recommended by flashing manufacturer; type capable of adhering to type of flashing used.
 - 1. Manufacturers, Synthetic Rubber Products:
 - a. Mortar Net Solutions; BTL-1 Butyl Sealant: www.mortarnet.com/#sle.
 - b. Substitutions: See Section 01 6000 Product Requirements.
- F. Drip Edge: Stainless steel; angled drip with hemmed edge; compatible with membrane and adhesives.
 - 1. Manufacturers:
 - a. 3GEN Masonry Products; _____: www.3genmp.com/#sle.
 - b. Hohmann & Barnard, Inc; ____: www.h-b.com/#sle.
 - c. Mortar Net Solutions; Metal Drip Edges: www.mortarnet.com/#sle.
 - d. Substitutions: See Section 01 6000 Product Requirements.
- G. Lap Sealants and Tapes: As recommended by flashing manufacturer; compatible with membrane and adhesives.

2.04 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
 - 1. Manufacturers:
 - a. Blok-Lok Limited; _____: www.blok-lok.com/#sle.
 - b. Hohmann & Barnard, Inc; ____: www.h-b.com/#sle.
 - c. Substitutions: See Section 01 6000 Product Requirements.
- B. Flashing Weep Vent System: Through wall bent self adheared stainless steel flashing, stainless steel drip edge and vertical joint mortar net weeps, see detail on drawings.
 - 1. Manufacturers:
 - a. Mortar Net Solutions; WeepVent: www.mortarnet.com/#sle.
 - b. Substitutions: See Section 01 6000 Product Requirements.

C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: As indicated on drawings.
 - 3. Mortar Joints: Concave.

3.04 PLACING AND BONDING

- A. Lay hollow masonry units with face shell bedding on head and bed joints.
- B. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- C. Remove excess mortar as work progresses.
- D. Interlock intersections and external corners, except for units laid in stack bond.
- E. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- F. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- G. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- H. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.05 REINFORCEMENT AND ANCHORAGE

- A. Install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement as indicated on drawings.
- C. Lap joint reinforcement ends minimum 6 inches.

3.06 MASONRY FLASHINGS

- A. Whether or not specifically indicated, install masonry flashing to divert water to exterior at all locations where downward flow of water will be interrupted.
 - Extend flashings full width at such interruptions and at least 6 inches, minimum, into adjacent masonry or turn up at least 1 inch, minimum, to form watertight pan at nonmasonry construction.

- 2. Remove or cover protrusions or sharp edges that could puncture flashings.
- 3. Seal lapped ends and penetrations of flashing before covering with mortar.
- B. Install flashing in accordance with manufacturer's instructions and BIA Technical Notes No. 7.
- C. Extend metal flashings to within 1/2 inch of exterior face of masonry and adhere to top of stainless steel angled drip with hemmed edge.
- D. Lap end joints of flashings at least 6 inches, minimum, and seal watertight with flashing sealant/adhesive.

3.07 GROUTED COMPONENTS

- A. Reinforce bond beams see structural drawings for bar information and spacing.
- B. Lap splices in reinforcing bars by minimum 24 bar diameters.
- C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- D. Place and consolidate grout fill without displacing reinforcing.
- E. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.

3.08 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Size control joints as indicated on drawings; if not shown, 3/4 inch wide and deep.

3.09 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
 - 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.10 TOLERANCES

A. Install masonry within the site tolerances found in TMS 402/602.

3.11 FIELD QUALITY CONTROL

A. An independent testing agency, as specified in Special Inspections, see drawings, will conduct field tests.

3.12 CLEANING

- A. Remove excess mortar and mortar smears as work progresses.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.13 SCHEDULES

A. Exterior Wall: Single wythe of smooth faced block unit masonry.

B. Interior Block Partitions: Single wythe of smooth faced block unit masonry.

END OF SECTION 04 2600

SECTION 06 1000 ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber blocking.
- B. Exposed glue-laminated structural framing.
- C. Preservative treated wood materials.
- D. Miscellaneous framing and sheathing.
- E. Communications and electrical room mounting boards.
- F. Concealed wood blocking, nailers, and supports.
- G. Roof sheathing with factory applied roofing underlayment.

1.02 RELATED REQUIREMENTS

A. Section 07 6200 - Sheet Metal Flashing and Trim

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM C557 Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
- C. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- D. ASTM C1177/C1177M Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2017.
- E. ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- F. ASTM C1396/C1396M Standard Specification for Gypsum Board; 2017.
- G. ASTM E2178 Standard Test Method for Determining Air Leakage Rate and Calculation of Air Permeance of Building Materials; 2021a.
- H. ASTM E2357 Standard Test Method for Determining Air Leakage Rate of Air Barrier Assemblies; 2024.
- ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- AWC (WFCM) Wood Frame Construction Manual for One- and Two-Family Dwellings; 2024, with Errata.
- K. AWPA U1 Use Category System: User Specification for Treated Wood; 2023.
- ICC (IBC) International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- M. PS 1 Structural Plywood; 2023.
- N. PS 2 Performance Standard for Wood Structural Panels; 2018.
- O. PS 20 American Softwood Lumber Standard; 2021.

1.04 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements for submittal procedures.

- B. Product Data: Provide technical data on wood preservative materials.
- C. Structural Composite Lumber: Submit manufacturer's published structural data including span tables, marked to indicate which sizes and grades are being used; if structural composite lumber is being substituted for dimension lumber or timbers, submit grading agency structural tables marked for comparison.

1.05 DELIVERY, STORAGE, AND HANDLING

A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Provide sustainably harvested wood; see Section 01 6000 Product Requirements for requirements.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Roof Framing (as noted on drawings):
 - 1. Species and Grades: As indicated on drawings for various locations.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - Boards: Standard or No. 3.

2.03 EXPOSED DIMENSION LUMBER

- A. Sizes: Nominal sizes as indicated on drawings.
- B. Surfacing: S4S.
- C. Moisture Content: S-dry or MC19.

2.04 STRUCTURAL COMPOSITE LUMBER

- A. Structural Composite Lumber: Factory fabricated beams, headers, and columns, of sizes and types indicated on drawings; structural capacity as published by manufacturer.
 - 1. Beams: Use laminated veneer lumber, cut to profile indicated, with manufacturer's published modulus of elasticity, E: 1,800,000 psi, minimum. See additional information on drawings.

2.05 CONSTRUCTION PANELS

- A. Roof Sheathing
 - 1. Bond Classification: Exposure 1.
 - 2. Span Rating: 40/20.
 - 3. Performance Category: 5/8 PERF CAT.

- B. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- C. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.06 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. General Purpose Construction Adhesives: Comply with ASTM C557.

2.07 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 - Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSCaccredited testing agency, certifying level and type of treatment in accordance with AWPA standards.
- B. Preservative Treatment:
 - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with roofing, flashing, or waterproofing.
 - d. Treat lumber in contact with masonry or concrete.
 - e. Treat lumber less than 18 inches above grade.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on masonry walls, install full width flashing continuous over top of masonry wall, lap ends of flashing minimum of 4 inches and seal.
- B. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.
- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 FRAMING INSTALLATION

A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.

- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual, and _______.

3.04 BLOCKING, NAILERS, AND SUPPORTS

A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.

3.05 ROOF-RELATED CARPENTRY

A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.06 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. At long edges use sheathing clips where joints occur between roof framing members.
 - At long edges provide solid edge blocking where joints occur between roof framing members.
 - 3. Nail panels to framing; staples are not permitted.
- B. Communications and Electrical Room Mounting Boards: Secure with masonry anchors to block with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges.
 - 1. Install adjacent boards without gaps.
 - 2. Size: 48 by 96 inches, installed horizontally at ceiling height.

3.07 TOLERANCES

- A. Framing Members: 1/4 inch from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet maximum, and 1/4 inch in 30 feet maximum.

3.08 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements for additional requirements.

3.09 CLEANING

- A. Waste Disposal: See Section .
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 06 1000

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SECTION 07 2100 THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Board insulation at perimeter foundation wall, underside of floor slabs, over roof deck, and over roof sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Installation requirements for board insulation over steep slope roof sheathing or roof structure.
- B. Section 07 2600 Vapor Retarders: Separate vapor retarder materials.
- C. Section 07 4113 for insulation specfied as part of roofing construction.

1.03 REFERENCE STANDARDS

- A. ASTM C578 Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- ASTM C1289 Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2023a.
- ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- D. ASTM E96/E96M Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- E. ASTM E136 Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 Degrees C; 2024.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.05 QUALITY ASSURANCE

1.06 FIELD CONDITIONS

A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation Under Concrete Slabs, and at Perimeter of Foundation: Extruded polystyrene (XPS) board -(high compressive strength).
- B. Insulation over Roof Deck: Polyisocyanurate board.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation under concrete slabs, and perimeter foundation walls: Comply with ASTM C578 with high compressive strengthh surfaces.
 - 1. Type and Compressive Resistance: Type VI, 40 psi (276 kPa), minimum.
 - 2. Flame Spread Index (FSI): Class A 0 to 25, when tested in accordance with ASTM E84.

- 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
- 4. Type and Thermal Resistance, R-value: Type IV, 5.0 (0.88), minimum, per 1 inch thickness at 75 degrees F mean temperature.
- 5. Board Edges: Square.
- 6. Board Size: 48 inch by 96 inch (1220 mm by 2440 mm).
- 7. Board Thickness: 2" unless noted otherwise on the drawings
- 8. Products:
 - a. Owens Corning Corporation; FOAMULAR Type NGX Extruded Polystyrene (XPS) Insulation:
 - b. Substitutions: See Section 01 6000 Product Requirements.
- B. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, comply with ASTM C1289.
 - Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - Class 1 Faced with glass fiber reinforced cellulosic facers on both major surfaces of core foam.
 - 2) Compressive Strength: Classes 1-2-3, Grade 1 16 psi (110 kPa), minimum.
 - 3) Thermal Resistance, R-value: At 1-1/2 inch thick; Class 2 8.0 (1.41), minimum, at 75 degrees F.
 - b. Type V: Faced with oriented strand board (OSB) or plywood on one major surface of the core foam and faced on the other major surface with any facer described in this specification.
 - 1) Compressive Strength: 16 psi, minimum.
 - 2) Thermal Resistance, R-value: At 1-1/2 inch thick; 6.2, minimum, at 75 degrees F.
 - 2. Flame Spread Index (FSI): Class A 0 to 25, when tested in accordance with ASTM E84.
 - 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 4. Water Vapor Permeance: 1.2 perm, maximum, at 1 inch thickness, and when tested in accordance with ASTM E96/E96M, desiccant method.
 - 5. Board Size: 48 inch by 96 inch.
 - 6. Board Thickness: 3.0 inch minimum, overall thickness to achieve minimum R-value: 30 c.i.
 - 7. Board Edges: Square.
 - 8. Products:
 - a. DMI; Dynaclad Polyiso: www.dmimetals.com
 - b. DMI; Dynaclad Polyiso NB: www.dmimetals.com.

2.03 ACCESSORIES

- A. Sheet Vapor Retarder: See Section 07 2600.
- B. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
 - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
 - 2. Width: Are required for application.
- C. Self-Adhered Transition Flashing: Multipurpose, self-adhered flashing with modified butyl adhesive, polyester fiber top sheet, and polypropylene interlayer.
 - 1. Application: Primerless adhesion for use as through-wall flashings and wall transitions to roof systems.
 - 2. Thickness: 45 mil, 0.045 inch, nominal.
 - 3. Size: 12 inches wide, in rolls 75 feet long.
- D. Flashing Tape: Special reinforced film with high performance adhesive.
 - 1. Application: Window and door opening flashing tape.
 - 2. Width: As required for application.
- E. Tape joints of rigid insulation in accordance with roofing and insulation manufacturers' instructions.

- F. Rigid Insulation Pronged Attachment Washers: Solid plastic cap washer with prongs and flexible perimeter seal attached with screws to substrate for attachment of rigid insulation and to help seal against air and moisture penetration through weather barrier assembly.
- G. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- H. Insulation Fasteners: Appropriate for purpose intended and approved by roofing manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of deck substrate.
- I. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.

3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Install boards horizontally on foundation perimeter.
 - 1. Place boards to maximize adhesive contact.
 - 2. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Extend boards over expansion joints, unbonded to foundation on one side of joint.
- C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BOARD INSTALLATION UNDER CONCRETE SLABS

- A. Place insulation under slabs on grade after base for slab has been compacted.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- C. Prevent insulation from being displaced or damaged while placing vapor retarder and placing slab.

3.04 BOARD INSTALLATION OVER LOW SLOPE ROOF DECK

- A. Board Installation Over Roof Deck, General:
 - 1. See applicable roofing specification section for specific board installation requirements.
 - 2. Fasten insulation to deck in accordance with roofing manufacturer's written instructions and applicable Factory Mutual requirements.
 - 3. Do not apply more insulation than can be covered with roofing on the same day.

3.05 PROTECTION

A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION 07 2100

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SECTION 07 2123 LOOSE-FILL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Loose-fill insulation in cells of concrete masonry unit (CMU) walls.

1.02 RELATED REQUIREMENTS

A. Section 04 2600 - Single-Wythe Unit Masonry: Masonry wall system to receive loose-fill insulation.

1.03 REFERENCE STANDARDS

- A. ASHRAE Std 90.1 I-P Energy Standard for Buildings Except Low-Rise Residential Buildings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. ASTM C549 Standard Specification for Perlite Loose Fill Insulation; 2023.
- ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Instructions: Indicate procedures for preparation and installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Perlite Loose-Fill Insulation:
 - 1. Substitutions: See Section 01 6000 Product Requirements.

2.02 MATERIALS

- A. Perlite Loose-Fill Insulation: ASTM C549, perlite type, water repellent, fire resistant; flame spread/smoke developed index of 0/0, when tested in accordance with ASTM E84.
- B. Thermal Resistance [R-value 8" BLOCK = 6.95]: Provided minimum values in accordance with applicable edition of ASHRAE Std 90.1 I-P for envelope requirements of building location and climate zone.

2.03 APPLICATIONS

- A. Provide loose-fill insulation in the following application(s) as indicated on drawings:
 - 1. Single width unit masonry system, refer to Section 04 2600.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate and adjacent materials are dry and ready to receive insulation.
- B. Verify wall spaces are free of mortar blockage allowing for free flow of insulation.

3.02 PREPARATION

A. Verify holes and openings have been sealed to prevent escape of insulation.

3.03 INSTALLATION

- A. Install loose-fill insulation in accordance with manufacturer's instructions.
- B. Deposit loose-fill insulation as wall is erected and completely fill spaces.
- C. Deposit loose-fill insulation in lifts, and do not exceed 6 feet pouring height.

3.04 PROTECTION

A. Place temporary signs warning workers in areas that contain loose-fill insulated walls to use caution and to prevent loss of insulation when cutting into walls.

END OF SECTION 07 2123

SECTION 07 2600 VAPOR RETARDERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Vapor retarders.

1.02 RELATED REQUIREMENTS

A. Section 03 3000 - Cast-in-Place Concrete: Vapor retarder under concrete slabs on grade.

1.03 DEFINITIONS

- A. Vapor Retarder: Airtight barrier made of material that is relatively water vapor impermeable, to degree specified, with seams and joints sealed to adjacent surfaces.
- B. Vapor Retarder Class: A measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class is defined using Procedure A, Desiccant Method at 73 degrees F and 50 percent Relative Humidity (RH), in accordance with ASTM E96/E96M and ICC (IBC)-2018, as follows:
 - 1. Class I: 0.1 perm or less.
 - 2. Class II: Greater than 0.1 perm to 1.0 perm.
 - 3. Class III: Greater than 1.0 perm to 10 perms.

1.04 REFERENCE STANDARDS

- A. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- B. ASTM E96/E96M Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- C. ICC (IBC)-2018 International Building Code; 2018.
- D. ICC-ES AC148 Acceptance Criteria for Flexible Flashing Materials; 2017, with Editorial Revision (2021).

1.05 SUBMITTALS

- See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics, performance criteria, and limitations.

PART 2 PRODUCTS

2.01 VAPOR RETARDERS

- A. Underslab Vapor Retarders: See Section 03 3000.
- B. Vapor Retarder, Self-Adhering Membranes:
 - 1. Thickness: 40 mil, 0.04 inch, nominal.
 - 2. Vapor Retarder Class I: 0.1 perm or less, when tested in accordance with ASTM E96/E96M, Procedure A.
 - 3. Nail Sealability: Passed nail sealability test in accordance with ASTM D1970/D1970M.
 - 4. System Accessory Products: As recommended by membrane manufacturer.
 - 5. Products:
 - a. DMI; DynaClad Ultra HT Wind & Water Seal.
 - b. Substitutions: See Section 01 6000 Product Requirements.

2.02 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Vapor Retarder and Adjacent Substrates: As indicated, complying with vapor retarder manufacturer's installation instructions.
- B. Flexible Flashing: Self-adhesive sheet flashing complying with ASTM D1970/D1970M; slip resistance requirement waived if not installed on roof.
 - 1. Width: 4 inches.
- C. Flexible Flashing: Self-adhering or mechanically-attached flashing used for wall penetrations in accordance with ICC-ES AC148 requirements.
- D. Vapor Retarder Tape: Coated polyester film with acrylic adhesive backing; pressure sensitive.
- E. Sheet Membrane Mounting Tape: Double-sided strip of pressure-sensitive tape, acrylic adhesive reinforced with embedded fiber-strand carrier layer and plastic backing.
 - 1. Width: 3/4 inch.
 - 2. Roll Length: 164 feet.
 - 3. Thickness: 14 mil, 0.014 inch.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that surfaces and conditions comply with requirements of this section.

3.02 PREPARATION

A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Mechanically Fastened Sheets Vapor Retarder On Interior:
 - 1. When insulation is installed within assembly, install vapor retarder over insulation.
 - 2. Anchor to metal framing using seam tape, adhering at least one-half of tape width to metal substrate.
 - 3. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, providing an airtight seal.
 - 4. Locate laps at framing members; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet in shingle fashion to shed water.
 - 5. Seal entire perimeter to structure, window and door frames, and other penetrations.
 - 6. Where conduits, pipes, wires, ducts, outlet boxes, and other items are installed within insulation cavity, pass vapor retarder sheet behind these items and over insulation to maintain airtight seal.

3.04 PROTECTION

A. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION 07 2600

SECTION 07 4113 METAL ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal roof panel system of preformed steel panels.
- B. Snow Retention System

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 Rough Carpentry: Roof framing and purlins, and roof sheathing.
- B. Section 07 2100 Thermal Insulation: Rigid roof insulation.
- C. Section 07 9200 Joint Sealants: Sealing joints between metal roof panel system and adjacent construction.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. ASCE 7 Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- C. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. ASTM D1970/D1970M Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- E. ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- F. ASTM E96/E96M Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- G. ASTM E1592 Standard Test Method for Structural Performance of Sheet Metal Roof and Siding Systems by Uniform Static Air Pressure Difference; 2005 (Reapproved 2017).
- H. ASTM E1646 Standard Test Method for Water Penetration of Exterior Metal Roof Panel Systems by Uniform Static Air Pressure Difference; 1995 (Reapproved 2018).
- I. ASTM E1680 Standard Test Method for Rate of Air Leakage through Exterior Metal Roof Panel Systems; 2016 (Reapproved 2022).
- UL 580 Standard for Tests for Uplift Resistance of Roof Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Storage and handling requirements and recommendations.
 - 2. Installation methods.
 - 3. Specimen warranty.
- C. Selection Samples: For each roofing system specified, submit color chips representing manufacturer's full range of available colors and patterns.
- D. Manufacturer's qualification statement.

- E. Installer's qualification statement.
- F. Test Reports: Indicate compliance of metal roofing system to specified requirements.
- G. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section and with at least three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Provide strippable plastic protection on prefinished roofing panels for removal after installation.
- B. Store roofing panels on project site as recommended by manufacturer to minimize damage to panels prior to installation.

1.07 FIELD CONDITIONS

A. Do not install metal roof panels, eave protection membrane or underlayment when surface, ambient air, or wind chill temperatures are below 45 degrees F.

1.08 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.
- C. Special Warranty: Provide 5-year warranty for weathertightness of roofing system, including agreement to repair or replace metal roof panels that fail to keep out water commencing on the Date of Substantial Completion. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Architectural Metal Roof Panel Manufacturers:
 - 1. Dimensional Metals, Inc: CR-DL15 Panel: www.dmimetals.com. .
 - 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Metal Soffit Panels Manufacturers:
 - Dimensional Metals, Inc: FP-10 Flush Panel: www.dmimetals.com.
 - 2. Substitutions: See Section 01 6000 Product Requirements.
- C. Snow Retention System:
 - 1. DMI: S-5 ColorGard; www.dmimetals.com.
 - 2. Substitutions: See Section 01 6000 Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Metal Roof Panels: Provide complete roofing assemblies, including roof panels, clips, fasteners, connectors, and miscellaneous accessories, tested for compliance with the following minimum standards:
 - Structural Design Criteria: Provide panel assemblies designed to safely support design loads at support spacing indicated, with deflection not to exceed L/180 of span length(L) when tested in accordance with ASTM E1592.
 - a. Dead Loads: Weight of roofing system.

- b. Live Loads: As required by ASCE 7.
- Overall: Complete weathertight system tested and approved in accordance with ASTM E1592.
- 3. Wind Uplift: Class 90 wind uplift resistance of UL 580.
- 4. Air Infiltration: Maximum 0.06 cfm/sq ft at air pressure differential of 6.24 lbf/sq ft, when tested according to ASTM E1680.
- 5. Water Penetration: No water penetration when tested in accordance with procedures and recommended test pressures of ASTM E1646; perform test immediately following air infiltration test.
- 5. Thermal Movement: Design system to accommodate without deformation anticipated thermal movement over ambient temperature range of 100 degrees F.

2.03 METAL ROOF PANELS

- A. Metal Roof Panels: Provide complete system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
 - 1. Steel Panels:
 - a. Zinc-coated steel complying with ASTM A653/A653M; minimum G60 galvanizing.
 - b. Steel Thickness: Minimum 24 gauge, 0.024 inch.
 - 2. Profile: Standing seam, with minimum 1-1/2-inch seam height; concealed fastener system for field seaming with special tool.
 - 3. Texture: Smooth.
 - 4. Length: Full length of roof slope, without lapped horizontal joints.
 - 5. Width: Maximum panel coverage of 16 inches.
 - 6. Color: Evergreen or as selected from manufacturer's full range of standard colors.

C. Metal Soffit Panels:

- 1. Profile: Style as indicated, with venting not provided.
- 2. Material: Precoated steel sheet, 24 gauge, 0.024 inch minimum thickness.
- 3. Color: Evergreen, or as selected from manufacturer's full range of standard colors..

2.04 ATTACHMENT SYSTEM

A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

2.05 FABRICATION

A. Panels: Provide factory fabricated panels with applied finish and accessory items, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.

2.06 FINISHES

A. Fluoropolymer Coil Coating System: Polyvinylidene fluoride (PVDF) multi-coat superior performing organic coatings system complying with AAMA 2605, including at least 70 percent PVDF resin, and at least 80 percent of coil coated metal surfaces having minimum total dry film thickness (DFT) of 0.9 mil, 0.0009 inch; color and gloss as selected by Architect from manufacturer's standard line.

2.07 ACCESSORIES

A. Miscellaneous Sheet Metal Items: Provide flashings, trim, moldings, and closure strips of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.

B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.

C. Sealants:

- 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
- 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
- D. Thermal Insulation: Provide rigid type, faced with white, flexible, non-dusting vapor retarder tested for maximum flame spread index of 50, per ASTM E84; for installation using spacer blocks.
 - 1. Thickness: As required to meet required thermal resistance.
 - 2. Thermal Resistance: Minimum, Overall roof R-value of 30.
- E. Underlayment: Self-adhering polymer modified asphalt sheet complying with ASTM D1970/D1970M, with strippable release film and top surface of woven polypropylene sheet.
 - 1. Sheet Thickness: 45 mils, .045 inch, minimum.
 - 2. Self Sealability: Nail sealability in accordance with ASTM D1970/D1970M.
 - 3. Low Temperature Flexibility: Comply with ASTM D1970/D1970M.
 - 4. Water Vapor Permeance: 0.1 perm, maximum, when tested in accordance with ASTM E96/E96M using Desiccant Method (Method A).
 - 5. Functional Temperature Range: Minus 45 degrees F to 250 degrees F.
 - 6. Products:
 - a. DMI; DynaClad Ultra HT Wind & Water Seal; www.dmimetals.com.
 - b. Substitutions: See Section 01 6000 Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Broom clean wood sheathing prior to installation of roofing system.
- B. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to ensure that completed roof will be free of leaks.
- C. Remove protective film from surface of roof panels immediately prior to installation; strip film carefully to avoid damage to prefinished surfaces.
- D. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by metal roof panel manufacturer.
- E. At locations where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with metal roof panel manufacturer's instructions and recommendations, as applicable to specific project conditions; securely anchor components of roofing system in place allowing for thermal and structural movement.
 - 1. Install roofing system with concealed clips and fasteners, except as otherwise recommended by manufacturer for specific circumstances.
 - 2. Minimize field cutting of panels. Where field cutting is required, use methods that will not distort panel profiles. Use of torches for field cutting is prohibited.

- B. Accessories: Install necessary components that are required for complete roofing assembly, including flashings, trim, moldings, closure strips, rib closures, and similar roof accessory items.
- C. Install roofing underlayment on roof sheathing before installing preformed metal roof panels; secure by methods acceptable to roof panel manufacturer, minimizing use of metal fasteners; apply from eaves to ridge in shingle fashion, overlapping horizontal joints at least 3 inches and side and end laps at least 6 inches.
- D. Roof Panels: Install metal roof panels in accordance with manufacturer's installation instructions, minimizing transverse joints except at junction with penetrations.
 - 1. Form weathertight standing seams incorporating concealed clips, using an automatic mechanical seaming device approved by panel manufacturer.
 - 2. Provide sealant tape or other approved joint sealer at lapped panel joints.
 - 3. Install sealant or sealant tape at end laps and side joints as recommended by metal roof panel manufacturer.
- E. Insulation: Install rigid insulation between roof covering and supporting members to present a neat appearance; tape seams unless otherwise approved by Architect.

3.04 CLEANING

A. Clean exposed sheet metal work at completion of installation. Remove grease and oil films, excess joint sealer, handling marks, and debris from installation, leaving the work clean and unmarked, free from dents, creases, waves, scratch marks, or other damage to the finish.

3.05 PROTECTION

- A. Do not permit storage of materials or roof traffic on installed roof panels. Provide temporary walkways or planks as necessary to avoid damage to completed work. Protect roofing until completion of project.
- B. Touch-up, repair, or replace damaged roof panels or accessories before Date of Substantial Completion.

END OF SECTION 07 4113

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SECTION 07 6200 SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, sheet metal roofing, exterior penetrations, and exterior wall finish trim.
- B. Sealants for joints within sheet metal fabrications.

1.02 REFERENCE STANDARDS

- A. AAMA 2604 Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- B. AAMA 2605 Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- C. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- D. ASTM B209/B209M Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- E. ASTM B370 Standard Specification for Copper Sheet and Strip for Building Construction; 2022.
- F. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- G. ASTM D4586/D4586M Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2018).
- H. CDA A4050 Copper in Architecture Handbook; current edition.
- I. SMACNA (ASMM) Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data
- C. Samples: Submit two samples, 6 by 6 inches in size, illustrating metal finish color.

1.04 QUALITY ASSURANCE

A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim:
 - 1. DMI; DynaClad Fascia, DynaClad Drip Edge, DynaClad Trim: www.dmimetals.com.

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24-gauge, 0.0239-inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Fluoropolymer Coating: High performance organic powder coating, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 3. Color: As selected by Architect from manufacturer's standard colors.
- B. Pre-Finished Aluminum: ASTM B209/B209M, 3005 alloy, H12 or H14 temper; 18 gauge, 0.040 inch thick; plain finish shop pre-coated with silicone modified polyester coating.
 - 1. Fluoropolymer Coating: High performance organic powder coating, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; pretreated metal with two-coat system including primer and color coat with at least 70 percent PVDF coating.
 - 3. Color: As selected by Architect from manufacturer's full colors.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Form fascia in 2 pieces 1/3 & 2/3 split.
- F. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- G. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

2.04 FLASHING

A. Flashing Panels for Exterior Wall Penetrations: Premanufactured components and accessories as required to preserve integrity of building envelope; suitable for conduits and facade materials to be installed.

2.05 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer Type: Zinc chromate.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Fenestration Perimeter Flashing Attachments: Two-piece flashing receiver and clip of extruded aluminum, at least 0.045 inch thick, for attaching flashing at perimeter of exterior wall fenestration openings.
 - 1. Provide flashing receiver profile appropriate for flashing applications.
- F. Asphalt Roof Cement: ASTM D4586/D4586M, Type I, asbestos-free.

PART 3 EXECUTION

3.01 EXAMINATION

4265.00

A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.

B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Exterior Flashing Receivers: Install in accordance with manufacturer's recommendations, and in proper relationship with adjacent construction, and as follows:
- E. Seal metal joints watertight.
- F. Install snow guards 24 inch upslope from eaves and valleys. Confirm with Architect prior to installation.

3.04 SCHEDULE

- A. Through-Wall Flashing in Masonry: See detail on drawings
- B. Fascia and Trim:
- C. Sill and Ledge Flashings:
- D. Roofing Penetration Flashings, for Pipes: Copper.

END OF SECTION 07 6200

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SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

1.03 REFERENCE STANDARDS

- A. ASTM C661 Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C834 Standard Specification for Latex Sealants; 2017 (Reapproved 2023).
- C. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM C1193 Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- E. ASTM C1248 Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- F. ASTM C1330 Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.
- G. ASTM D2240 Standard Test Method for Rubber Property--Durometer Hardness; 2015 (Reapproved 2021).
- H. ASTM D412 Standard Test Methods for Vulcanized Rubber and Thermoplastic Elastomers-Tension; 2016 (Reapproved 2021).

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Backing material recommended by sealant manufacturer.
 - 4. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 5. Substrates the product should not be used on.
 - 6. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Executed warranty.

1.05 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 - 1. Dow; ____: www.dow.com/#sle.
 - 2. Pecora Corporation; _____: www.pecora.com/#sle.
 - 3. Specified Technologies Inc; _____: www.stifirestop.com/#sle.
 - 4. Substitutions: See Section 01 6000 Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - Exterior Joints:
 - a. Seal the following joints:
 - 1) Wall expansion and control joints.
 - 2) Joints between doors, windows, and other frames or adjacent construction.
 - 3) Joints between different exposed materials.
 - Interior Joints:
 - a. Seal the following joints:
 - 1) Joints between door frames and window frames and adjacent construction.
 - 3. Do Not Seal:
 - a. Intentional weep holes in masonry.
 - b. Joints indicated to be covered with expansion joint cover assemblies.
 - c. Joints where sealant installation is specified in other sections.
- B. Interior Wet Areas: restrooms; fixtures in wet areas include plumbing fixtures.

2.03 JOINT SEALANTS - GENERAL

2.04 NONSAG JOINT SEALANTS

- A. Nonstaining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 50 percent, minimum.
 - Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Color: To be selected by Architect from manufacturer's standard range.
 - 4. Products:
 - a. Pecora Corporation.
 - b. Sika Corporation.
 - c. Tremco Commercial Sealants & Waterproofing; Spectrem 2 (Basis-of-Design) .
- B. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 - 1. Color: Clear.
 - 2. Products:
 - a. Pecora Corporation.
 - b. Sika Corporation.
- C. Hybrid Silane Polyether Sealant: ASTM C920, Grade NS, Uses NT, M, G, A, and O; single component; not expected to withstand continuous water immersion.
 - 1. Movement Capability: Plus and minus 35 percent.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Products:
 - a. Tremco Incorporated, Dynomic FC, (Basis of Design).
 - b. Master Builders Solutions.

- D. Type ____ Nonsag Traffic-Grade Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion and traffic without the necessity to recess sealant below traffic surface.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 20 to 30, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's standard range.
 - 4. Products:
 - a. Mapei; Mapeiflex P2 NS: www.mapei.com/#sle.
 - b. Substitutions: See Section 01 6000 Product Requirements.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, nonstaining, nonbleeding, nonsagging; not intended for exterior use.
 - 1. Color: To be selected by Architect from manufacturer's standard range.
 - 2. Grade: ASTM C834; Grade 0 Degrees F (Minus 18 Degrees C).
 - 3. Products:
 - a. Pecora Corporation.
 - b. Sherwin-Williams Companye.
 - c. Tremco Commercial Sealants & Waterproofing; Tremflex 834: (Basis-of-Design).

2.05 ACCESSORIES

- A. Sealant Backing Materials, General: Materials placed in joint before applying sealants; assists sealant performance and service life by developing optimum sealant profile and preventing three-sided adhesion; type and size recommended by sealant manufacturer for compatibility with sealant, substrate, and application.
- B. Sealant Backing Rod, Closed-Cell Type:
- C. Sealant Backing Rod, Open-Cell Type:
- D. Sealant Backing Rod, Bi-Cellular Type:
 - Cylindrical flexible sealant backings complying with ASTM C1330 Type B.
- E. Overlay Extrusion for Glazing System Joint Protection: Rubber profiled extrusions placed over joints in glazing system and provided with watertight seal.
 - 1. Profile: As required to match existing metal glazing cap requirements.
 - 2. Color: As required to match existing conditions.
 - 3. Durometer Hardness, Type A: 65, minimum, when tested in accordance with ASTM D2240.
 - 4. Tensile Strength: 1,139 psi, in accordance with ASTM D412.
- F. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- G. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- H. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.

- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 07 9200

SECTION 08 1113 HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.

1.02 RELATED REQUIREMENTS

- A. Section 08 7100 Door Hardware.
- B. Section 09 9113 Exterior Painting: Field painting.

1.03 REFERENCE STANDARDS

- A. ADA Standards 2010 ADA Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.4 Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2022.
- C. ANSI/SDI A250.6 Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2020.
- D. ANSI/SDI A250.8 Specifications for Standard Steel Doors and Frames (SDI-100); 2023.
- E. ANSI/SDI A250.10 Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2020.
- F. ASTM A653/A653M Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- G. ASTM A1008/A1008M Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2023, with Editorial Revision.
- H. ASTM C143/C143M Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- I. ASTM C476 Standard Specification for Grout for Masonry; 2023.
- ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- K. NAAMM HMMA 840 Guide Specifications For Receipt, Storage and Installation of Hollow Metal Doors and Frames; 2017.
- L. NAAMM HMMA 861 Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- M. SDI 117 Manufacturing Tolerances for Standard Steel Doors and Frames; 2023.
- N. UL 10C Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- O. UL 1784 Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.

- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Provide hollow metal doors and frames from SDI Certified manufacturer: https://steeldoor.org/sdi-certified/#sle.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 2. Curries, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 - 3. Steelcraft, an Allegion brand; ____: www.allegion.com/#sle.

2.02 HOLLOW METAL DOORS

- A. Door Finish: Factory primed and field finished.
- B. Exterior Doors: Thermally insulated.
 - Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 3 Extra Heavy-duty.
 - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 2 Seamless.
 - d. Door Face Metal Thickness: 16 gauge, 0.053 inch, minimum.
 - e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.
 - 2. Door Core Material: Polyurethane, 1.8 lbs/cu ft minimum density.
 - a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
 - 3. Door Thickness: 1-3/4 inches, nominal.
 - 4. Top Closures for Outswinging Doors: Flush with top of faces and edges.
 - 5. Door Face Sheets: Flush.
 - 6. Weatherstripping: Refer to Section 08 7100.
 - 7. Door Finish: Factory primed and field finished.

2.03 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Full profile/continuously welded type.

- 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
- 2. Frame Metal Thickness: 14 gauge, 0.067 inch, minimum.
- 3. Construction: Mitered or coped corners, welded.
- 4. Frame Finish: Factory primed and field finished.
- 5. Weatherstripping: Separate, see Section 08 7100.
- C. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.

2.04 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil, 0.015 inch dry film thickness (DFT) per coat; provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.05 ACCESSORIES

- A. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- B. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- C. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08 7100.
- E. Comply with glazing installation requirements of Section 08 8000.
- F. Coordinate installation of electrical connections to electrical hardware items.

3.04 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 ADJUSTING

A. Adjust for smooth and balanced door movement.

3.06 SCHEDULE

A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION 08 1113

SECTION 08 4313 ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Aluminum-framed storefront, with vision glass.

1.02 RELATED REQUIREMENTS

- A. Section 05 1200 Structural Steel Framing: Steel attachment members.
- B. Section 07 2500 Weather Barriers: Sealing framing to water-resistive barrier installed on adjacent construction.
- C. Section 07 9200 Joint Sealants: Sealing joints between frames and adjacent construction.
- D. Section 08 8000 Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 501.2 Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems; 2015.
- C. AAMA 609 & 610 Cleaning and Maintenance Guide for Architecturally Finished Aluminum; 2025.
- D. AAMA 611 Specification for Anodized Architectural Aluminum; 2024.
- E. ASTM B221 Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- F. ASTM B221M Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- G. ASTM E283/E283M Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- H. ASTM E330/E330M Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate with installation of other components that comprise the exterior enclosure.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, and internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
- D. Samples: Submit two samples ____x__ inches in size illustrating finished aluminum surface, , glazing materials.
- E. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.

- F. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in performing work of type specified and with at least five years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least Five years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Handle products of this section in accordance with AAMA CW-10.
- B. Protect finished aluminum surfaces with wrapping. Do not use adhesive papers or sprayed coatings that bond to aluminum when exposed to sunlight or weather.

1.08 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum-Framed Storefronts:
 - Oldcastle BuildingEnvelope; Series 3000 Thermal Multiplane, Center set: www.oldcastlebe.com/#sle.
 - 2. Substitutions: See Section 01 6000 Product Requirements.

2.02 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Glazing Rabbet: For 1 inch insulating glazing.
 - 2. Glazing Position: Centered (front to back).
 - 3. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
 - 4. Finish: Class II natural anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - 5. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 - 6. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 - 7. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 - 8. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.

- 9. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
- 10. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.

B. Performance Requirements

- 1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
- 2. Air Leakage: 0.06 cfm/sq ft maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf pressure difference.

2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 - 1. Glazing Stops: Flush.
- B. Glazing: See Section 08 8000.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.
- C. Exposed Flashings: Aluminum sheet, 20 gauge, 0.032 inch minimum thickness; finish to match framing members.
- D. Sill Flashing Sealant: Elastomeric, silicone or polyurethane, compatible with flashing material.
- E. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

2.05 FINISHES

A. Class II Natural Anodized Finish: AAMA 611 AA-M12C22A31 Clear anodic coating not less than 0.4 mils thick.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify dimensions, tolerances, and method of attachment with other work.
- B. Verify that storefront wall openings and adjoining water-resistive and/or air barrier seal materials are ready to receive work of this section.

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.

- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet non-cumulative or 0.06 inch per 10 feet, whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 Quality Requirements for general testing and inspection requirements.
- B. Water-Spray Test: Provide water spray quality test of installed storefront components in accordance with AAMA 501.2 during construction process and before installation of interior finishes.
 - 1. Perform a minimum of two tests in each designated area as indicated on drawings.
 - Conduct tests in each area prior to 10 percent and 50 percent completion of this work. 2.
- C. Repair or replace storefront components that have failed designated field testing, and retest to verify performance complies with specified requirements.

3.05 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Upon completion of installation, thoroughly clean aluminum surfaces in accordance with AAMA 609 & 610.

3.06 PROTECTION

A. Protect installed products from damage until Date of Substantial Completion.

END OF SECTION 08 4313

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SECTION 08 7100 DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for hollow metal doors.
- B. Electrically operated and controlled hardware.
- C. Thresholds.
- D. Weatherstripping and gasketing.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 Joint Sealants: Sealants for setting exterior door thresholds.
- B. Section 08 1113 Hollow Metal Doors and Frames.
- C. Section 28 1000 Access Control: Electronic access control devices.

1.03 REFERENCE STANDARDS

- A. ADA Standards 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA A156.1 Standard for Butts and Hinges; 2021.
- C. BHMA A156.2 Bored and Preassembled Locks and Latches; 2022.
- D. BHMA A156.4 Door Closers and Pivots; 2024.
- E. BHMA A156.5 Cylinders and Input Devices for Locks; 2020.
- F. BHMA A156.6 Standard for Architectural Door Trim; 2021.
- G. BHMA A156.7 Template Hinge Dimensions; 2016.
- H. BHMA A156.8 Door Controls Overhead Stops and Holders; 2021.
- I. BHMA A156.12 Interconnected Locks; 2022.
- J. BHMA A156.13 Mortise Locks & Latches Series 1000; 2022.
- K. BHMA A156.15 Release Devices Closer Holder, Electromagnetic and Electromechanical; 2021.
- L. BHMA A156.16 Auxiliary Hardware; 2023.
- M. BHMA A156.17 Self Closing Hinges & Pivots; 2025.
- N. BHMA A156.18 Materials and Finishes; 2020.
- O. BHMA A156.21 Thresholds; 2019.
- P. BHMA A156.22 Standard for Gasketing; 2021.
- Q. BHMA A156.26 Standard for Continuous Hinges; 2021.
- R. BHMA A156.28 Standard for Recommended Practices for Mechanical Keying Systems; 2023.
- S. BHMA A156.31 Electric Strikes and Frame Mounted Actuators; 2019.
- T. BHMA A156.115 Hardware Preparation in Steel Doors and Frames; 2016.
- U. DHI (H&S) Sequence and Format for the Hardware Schedule; 2019.
- V. DHI (KSN) Keying Systems and Nomenclature; 2019.
- W. DHI (LOCS) Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; 2004.

- X. ICC A117.1 Accessible and Usable Buildings and Facilities; 2017.
- Y. NFPA 70 National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Z. UL (DIR) Online Certifications Directory; Current Edition.
- AA. UL 10C Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- BB. UL 437 Standard for Key Locks; Current Edition, Including All Revisions.
- CC. UL 1784 Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Shop Drawings Door Hardware Schedule: Submit detailed listing that includes each item of hardware to be installed on each door. Use door numbering scheme as included in Contract Documents.
 - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC).
 - 2. Comply with DHI (H&S) using door numbers and hardware set numbers as indicated in construction documents.
 - 3. List groups and suffixes in proper sequence.
 - 4. Provide complete description for each door listed.
 - 5. Provide manufacturer name, product names, and catalog numbers; include functions, types, styles, sizes and finishes of each item.
 - 6. Include account of abbreviations and symbols used in schedule.
- D. Shop Drawings Electrified Door Hardware: Submit diagrams for power, signal, and control wiring for electrified door hardware that include details of interface with building safety and security systems. Provide elevations and diagrams for each electrified door opening as follows:
 - 1. Prepared by or under supervision of Architectural Hardware Consultant (AHC) and Electrified Hardware Consultant (EHC).
 - 2. Elevations: Submit front and back elevations of each door opening showing electrified devices with connections installed and an operations narrative describing how opening operates from either side at any given time.
 - 3. Diagrams: Submit point-to-point wiring diagram that shows each device in door opening system with related colored wire connections to each device.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- F. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified for commercial door hardware with at least three years of documented experience.

C. Supplier Qualifications: Company with certified Architectural Hardware Consultant (AHC) and Electrified Hardware Consultant (EHC) to assist in work of this section.

1.07 DELIVERY, STORAGE, AND HANDLING

A. Package hardware items individually; label and identify each package with door opening code to match door hardware schedule.

1.08 WARRANTY

A. See Section 01 7800 - Closeout Submittals for additional warranty requirements.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.
 - 3. Products Requiring Electrical Connection: Listed and classified by UL (DIR) as suitable for the purpose specified.
- D. Electrically Operated and/or Controlled Hardware: Provide necessary power supplies, power transfer hinges, relays, and interfaces as required for proper operation; provide wiring between hardware and control components and to building power connection in compliance with NFPA 70.
- E. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. See Door Hardware Schedule.

2.02 HINGES

- A. Manufacturers:
 - 1. McKinney; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Hinges: Comply with BHMA A156.1, Grade 1.
 - 1. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7 for templated hinges.
 - a. Provide hinge width required to clear surrounding trim.
 - 2. Continuous Hinges: Comply with BHMA A156.26.
 - 3. Provide hinges on every swinging door.
 - 4. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 - 5. Provide ball-bearing hinges at each door with closer.
 - 6. Provide non-removable pins on exterior outswinging doors.
 - 7. Provide power transfer hinges where electrified hardware is mounted in door leaf.
 - 8. Provide following quantity of butt hinges for each door:
 - a. Doors up to 60 inches High: Two hinges.
 - b. Doors From 60 inches High up to 90 inches High: Three hinges.
 - c. Doors 90 inches High up to 120 inches High: Four hinges.
 - d. Doors over 120 inches High: One additional hinge per each additional 30 inches in height.
- C. Products:
 - 1. McKinney TA/T4A Series, 5-knuckle

2.03 ELECTRIC STRIKES

A. Electric Strikes: Comply with BHMA A156.31, Grade 1.

- 1. Provide UL (DIR) listed burglary-resistant electric strike; style to suit locks.
- 2. Provide non-handed 24 VDC electric strike suitable for door frame material and scheduled lock configuration.

2.04 LOCK CYLINDERS

- A. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
 - 1. Provide cylinders from same manufacturer as locking device.
 - 2. Provide cams and/or tailpieces as required for locking devices.

2.05 CYLINDRICAL LOCKS

- A. Cylindrical Locks (Bored): Comply with BHMA A156.2, Grade 1, 4000 Series.
 - 1. Bored Hole: 2-1/8 inch diameter.
 - 2. Latchbolt Throw: 1/2 inch, minimum.
 - 3. Backset: 2-3/4 inch unless otherwise indicated.
 - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.06 MORTISE LOCKS

- A. Mortise Locks: Comply with BHMA A156.13, Grade 1, Security, 1000 Series.
 - 1. Latchbolt Throw: 3/4 inch, minimum.
 - 2. Deadbolt Throw: 1 inch, minimum.
 - 3. Backset: 2-3/4 inch unless otherwise indicated.
 - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.07 CLOSERS

- A. Manufacturers; Surface Mounted:
 - 1. LCN, an Allegion brand; _____: www.allegion.com/us/#sle.
- B. Closers: Comply with BHMA A156.4, Grade 1.
 - 1. Type: Surface mounted to door.
 - 2. Provide door closer on each exterior door.

2.08 PROTECTION PLATES

- A. Manufacturers:
 - 1. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Protection Plates: Comply with BHMA A156.6.
- C. Metal Properties: Aluminum material.
 - 1. Metal, Standard Duty: Thickness 0.050 inch, minimum.
- D. Edges: Beveled, on four sides unless otherwise indicated.
- E. Fasteners: Countersunk screw fasteners.
- F. Drip Guard: Provide at head of exterior doors unless covered by roof or canopy.

2.09 KICK PLATES

- A. Kick Plates: Provide along bottom edge of push side of every door with closer, except aluminum storefront and glass entry doors, unless otherwise indicated.
 - 1. Size: 8 inch high by 2 inch less door width (LDW) on push side of door.

2.10 WALL STOPS

A. Manufacturers:

- 1. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
 - 1. Type: Bumper, concave, wall stop.
 - 2. Material: Aluminum housing with rubber insert.

2.11 THRESHOLDS

- A. Manufacturers:
 - 1. Pemko; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Thresholds: Comply with BHMA A156.21.
 - 1. Provide threshold at each exterior door, unless otherwise indicated.
 - 2. Type: Flat surface.
 - 3. Material: Aluminum.
 - 4. Threshold Surface: Fluted horizontal grooves across full width.
 - 5. Field cut threshold to profile of frame and width of door sill for tight fit.
 - 6. Provide non-corroding fasteners at exterior locations.

2.12 WEATHERSTRIPPING AND GASKETING

- A. Manufacturers:
 - 1. Pemko; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Weatherstripping and Gasketing: Comply with BHMA A156.22.
 - 1. Head and Jamb Type: Adjustable.
 - 2. Door Sweep Type: Encased in retainer.
 - 3. Material: Aluminum, with brush weatherstripping.
 - 4. Provide weatherstripping on each exterior door at head, jambs, and meeting stiles of door pairs, unless otherwise indicated.
 - 5. Provide door bottom sweep on each exterior door, unless otherwise indicated.

2.13 COAT HOOKS

- A. Manufacturers:
 - 1. Rockwood; an Assa Abloy Group company; _____: www.assaabloydss.com/#sle.
- B. Coat Hooks: Provide on room side of door, screw fastened.
- C. Material: Brass.

2.14 SIGNAGE

- A. Signage (Room Name Plates and Numbers): Provide on doors for individuals to easily identify room names and/or numbers.
 - 1. Text Required: "RESTROOM" with symbols and braille text, see additional information on drawings..
 - 2. Material: In plastic with paint used to create necessary text, Installed as indicated on drawings..

2.15 SILENCERS

- A. Silencers: Provide at equal locations on door frame to mute sound of door's impact upon closing.
 - 1. Single Door: Provide three on strike jamb of frame.
 - 2. Pair of Doors: Provide two on head of frame, one for each door at latch side.
 - 3. Material: Rubber, gray color.

2.16 KEY CONTROL SYSTEMS

- A. Key Control Systems: Comply with guidelines of BHMA A156.28.
 - 1. Provide keying information in compliance with DHI (KSN) standards.

2. Keying: Coordinate keying and required number of keys with Owner..

2.17 FIRE DEPARTMENT LOCK BOX

- A. Manufacturers:
 - 1. Knox Company; Knox-Box Rapid Entry System, : www.knoxbox.com/#sle.
- B. Fire Department Lock Box:
 - 1. Capacity: Holds 10 keys.
 - 2. Finish: Manufacturer's standard dark bronze.

2.18 POWER SUPPLY

- A. Power Supply: Hard wired, with multiple zones providing eight (8) breakers for each output panel with individual control switches and LED's; UL (DIR) Class 2 listed.
 - 1. Power: 24 VAC, 10 Amp; with 120 VAC power supply.
 - 2. Operating Temperature: 32 to 110 degrees F.
 - 3. Provide with emergency release terminals that release devices upon activation of fire alarm system.

2.19 FINISHES

A. Finishes: Provide door hardware of same finish, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that doors and frames are ready to receive this work; labeled, fire-rated doors and frames are properly installed, and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available to power operated devices and of correct characteristics.

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until application of finishes to substrate are fully completed.
- Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item.
 As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
 - 1. Mounting heights in compliance with ADA Standards:
 - a. Locksets: 40-5/16 inch.
- E. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.03 FIELD QUALITY CONTROL

A. Perform field inspection and testing under provisions of Section 01 4000 - Quality Requirements.

3.04 ADJUSTING

- A. Adjust work under provisions of Section 01 7000 Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.05 CLEANING

- A. Clean finished hardware in accordance with manufacturer's written instructions after final adjustments have been made.
- B. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.06 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000 Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION 08 7100

3.07 DOOR HARDWARE SETS

- A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.
 - 1. Quantities listed are for each pair of doors, or for each single door.
 - 2. The supplier is responsible for handing and sizing all products.
 - 1. MK McKinney
 - 2. OT Other
 - 3. NO Norton
 - 4. RO Rockwood
 - 5. PE Pemko
 - 6. SG Sargent
 - 7. HES HES

Hardware Sets

Set: 1.0

Doors: 101, 103

Description: Exterior Restroom - Electrified Lockset with Privacy Lock

3	Hinge, Full Mortise, Hvy Wt	T4A3386 NRP 4-1/2" x 4-1/2"	US32D	MK
1	Storage Lockset	LC8204LNL	US26D	SG
1	Electric Strike	1500C-630-LM	US26D	HES
1	Vacancy Double Indicator Deadbolt	465-V21	US26D	SG
1	Closer w/ Spring/Stop	UNI7500	689	NO
1	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1	Gasketing	2891APK		PE
1	Rain Guard	346C		PE
1	Sweep	3452AV		PE
1	Threshold	2005AT		PE

Note: Door to be time controlled by Owner's access control software with wall card reader for afterhours operation and with separate interior manual occupant privacy lock.

See Access Control required below (Access Control equipment provided and installed by Security Contractor as part of the General Contract)

<u>Set: 2.0</u> Doors: 102

Description: Exterior Storage - Electrified Strike

3	Hinge, Full Mortise, Hvy Wt	T4A3386 NRP 4-1/2" x 4-1/2"	US32D	MK
1	Storage Lockset	LC8204LNL	US26D	SG
1	Electric Strike	1500C-630-LM	US26D	HES
1	Closer w/ Spring/Stop	UNI7500	689	NO
1	Kick Plate	K1050 10" x 2" LDW CSK BEV	US32D	RO
1	Gasketing	2891APK		PE
1	Rain Guard	346C		PE
1	Sweep	3452AV		PE
1	Threshold	2005AT		PE

Note: Door to be controlled by Owner's access control software with wall card reader and manual key override.

See Access Control required below (Access Control equipment provided and installed by Security Contractor as part of the General Contract)

Security Hardware:

1	Life Safety Power Enclosure	FPO150-B100C8D8E2	By Security Contractor
2	Life Safety Power back planes for enclosure	SL1-Boxed	By Security Contractor
1	Salto Main Controller	CU42E0US	By Security Contractor
1	Salto Sub Controller	CU4200US	By Security Contractor
3	Wall Readers	WRDM0A4BV	By Security Contractor

Note:

Salto Products (no substitutions).

By authorized Installers:

ACME Lock, 6270 Este Av. Cinti, OH 45232 (513) 241-2614 ken.puthoff@acmelock.com ken.puthoff@acmelock.com jason.smith@aegis-ps.com

END OF SECTION 087100

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SECTION 08 8000 GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing units.
- C. Glazing compounds.

1.02 RELATED REQUIREMENTS

- A. Section 07 2500 Weather Barriers.
- B. Section 07 2600 Vapor Retarders.
- C. Section 07 9200 Joint Sealants: Sealants for other than glazing purposes.
- D. Section 08 4313 Aluminum-Framed Storefronts: Glazing provided as part of storefront assembly.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ANSI Z97.1 American National Standard for Safety Glazing Materials Used in Buildings Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- C. ASCE 7 Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM C864 Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- E. ASTM C920 Standard Specification for Elastomeric Joint Sealants; 2018.
- F. ASTM C1036 Standard Specification for Flat Glass; 2021.
- G. ASTM C1048 Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- H. ASTM C1172 Standard Specification for Laminated Architectural Flat Glass; 2019.
- I. ASTM C1193 Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- J. ASTM C1376 Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2021a.
- K. ASTM E1300 Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- ASTM E2190 Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.
- M. ASTM F1915 Standard Test Methods for Glazing for Detention Facilities; 2005 (Reapproved 2019).
- N. GANA (SM) GANA Sealant Manual; 2008.
- O. NFRC 300 Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2023.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.

- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit two samples 12 by 12 inch in size of glass units.
- E. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

- A. See Section 01 7800 Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- C. Heat Soaked Tempered Glass: Provide a five (5) year manufacturer warranty to include coverage for spontaneous breakage of fully tempered glass caused by nickel sulfide (NiS) inclusions.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
 - 1. Guardian Glass, LLC; 2300 Harmon Road, Auburn Hills, Michigan 48326. Toll Free (866) 482-7374. Phone (248) 340-1800.: www.guardianglass.com/.
 - 2. Substitutions: See Section 01 6000 Product Requirements.

2.02 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
 - 1. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 - 2. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 - 3. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
 - In conjunction with weather barrier related materials described in other sections, as follows:
 - a. Water-Resistive Barriers: See Section 07 2500.
 - b. Vapor Retarders: See Section 07 2600.

- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
 - 1. Solar Optical Properties: Comply with NFRC 300 test method.

2.03 GLASS MATERIALS

- A. Float Glass: Provide float glass based glazing unless otherwise indicated.
 - 1. Kind FT Fully Tempered Type: Complies with ASTM C1048.
 - 2. Fully Tempered Safety Glass: Complies with ANSI Z97.1 or 16 CFR 1201 criteria for safety glazing used in hazardous locations.

2.04 INSULATING GLASS UNITS

- A. Manufacturers:
 - 1. Glass: Any of the manufacturers specified for float glass.
 - 2. Substitutions: See Section 01 6000 Product Requirements.
- B. Fabricator: Certified by glass manufacturer for type of glass, coating, and treatment involved and capable of providing specified warranty.
- C. Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
- D. Type IG-1 Insulating Glass Units: Vision glass, double glazed.
 - 1. Applications: Exterior glazing unless otherwise indicated.
 - 2. Space between lites filled with argon.
 - 3. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Glass: Type 1, Class 1, Quality Q3.
 - c. Coating: SunGuard SN68, on #2 surface.
 - 4. Metal edge spacer.
 - 5. Inboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Guardian Satin Deco (acid etched), on #3 surface.
 - 6. Total Thickness: 1 inch.
 - 7. Thermal Transmittance (U-Value), Summer Center of Glass (Daytime): 0.220, nominal; Winter Center of Glass (Nighttime): 0.245, nominal.
 - 8. Visible Light Transmittance (VLT): 67 percent, nominal.
 - 9. Solar Heat Gain Coefficient (SHGC): .37, nominal.
 - 10. Visible Light Reflectance, Outside: 11 percent, nominal.

2.05 GLAZING UNITS

2.06 GLAZING COMPOUNDS

- A. Type GC-1 Glazing Putty: Polymer modified latex recommended by manufacturer for outdoor use, knife grade consistency; gray color.
- B. Type GC-2 Butyl Sealant: Single component; ASTM C920 Grade NS, Class 12-1/2, Uses M and A, Shore A hardness of 10 to 20; black color.

2.07 ACCESSORIES

A. Setting Blocks: Silicone, with 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch by width of glazing rabbet space minus 1/16 inch by height to suit glazing method and pane weight and area.

- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
 - 1. Width: As required for application.
 - 2. Thickness: As required for application.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

- A. Verify that openings for glazing are correctly sized and within tolerances, including those for size, squareness, and offsets at corners.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and support framing is ready to receive glazing system.
- C. Verify that sealing between joints of glass framing members has been completed effectively.
- D. Proceed with glazing system installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Clean contact surfaces with appropriate solvent and wipe dry within maximum of 24 hours before glazing. Remove coatings that are not tightly bonded to substrates.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant where required for proper sealant adhesion.

3.03 INSTALLATION, GENERAL

- A. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- B. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- C. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.

3.04 INSTALLATION - DRY GLAZING METHOD (TAPE AND GASKET SPLINE GLAZING)

- A. Application Exterior Glazed: Set glazing infills from the exterior of the building.
- B. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- C. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- D. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- E. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.
- F. Carefully trim protruding tape with knife.

3.05 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements for additional requirements.

3.06 CLEANING

- A. Remove excess glazing materials from finish surfaces immediately after application using solvents or cleaners recommended by manufacturers.
- B. Remove nonpermanent labels immediately after glazing installation is complete.
- C. Clean glass and adjacent surfaces after sealants are fully cured.
- D. Clean glass on both exposed surfaces not more than 4 days prior to Date of Substantial Completion in accordance with glass manufacturer's written recommendations.

3.07 PROTECTION

A. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

END OF SECTION 08 8000

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SECTION 09 6700 FLUID-APPLIED FLOORING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Fluid-applied flooring and base.

1.02 RELATED REQUIREMENTS

A. Section 07 9200 - Joint Sealants: Sealing joints between fluid-applied flooring and adjacent construction and fixtures.

1.03 REFERENCE STANDARDS

- A. ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- B. ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.
- C. ASTM F2170 Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2019a.
- D. ICRI 310.2R Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays, and Concrete Repair; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns and colors available.
- C. Samples: Submit two samples, 8 inch by 8 inch inch in size illustrating color and pattern for each floor material for each color specified.
- D. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and application rate for each coat.
- F. Applicator's Qualification Statement.
- G. Maintenance Data: Include maintenance procedures, recommended maintenance materials, procedures for stain removal, repairing surface, and suggested schedule for cleaning.

1.05 QUALITY ASSURANCE

- A. Applicator Qualifications: Company specializing in performing the work of this section.
 - 1. Minimum 5 years of documented experience.
 - 2. Approved by manufacturer.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store resin materials in a dry, secure area.
- B. Store materials for three days prior to installation in area of installation to achieve temperature stability.

1.07 FIELD CONDITIONS

- A. Maintain minimum temperature in storage area of 55 degrees F.
- B. Store materials in area of installation for minimum period of 24 hours prior to installation.

C. Maintain ambient temperature required by manufacturer 72 hours prior to, during, and 24 hours after installation of materials.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Fluid-Applied Flooring:
 - 1. Sherwin-Williams High-Performance Flooring: www.sherwin-williams.com/resin-flooring/#sle.

2.02 FLUID-APPLIED FLOORING SYSTEMS

- A. Fluid-Applied Flooring: Epoxy base coat(s), with broadcast aggregate.
 - 1. Aggregate: Vinyl chip.
 - 2. Top Coat: Polyurethane.
 - 3. System Thickness: 1/8 inch, nominal, dry film thickness (DFT).
 - 4. Texture: Slip resistant.
 - 5. Sheen: Matte.
 - 6. Integral Base: 6 inch (152 mm) cove.
 - 7. Color: As selected by Architect.
 - 8. Products: Subject to compliance with requirements, provide products by one of the following.
 - Sherwin-Williams High-Performance Flooring; Resuflor Deco Flake BC: www.sherwinwilliams.com/resin-flooring/#sle.

2.03 ACCESSORIES

- A. Base Caps: Zinc with projecting base of 1/8 inch; mill finish color.
- B. Primer: Type recommended by fluid-applied flooring manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive flooring.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive flooring.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of materials to subfloor surfaces.
- D. Cementitious Subfloor Surfaces: Verify that substrates are ready for fluid-applied flooring installation by testing for moisture and alkalinity (pH).
 - 1. Test as Follows:
 - a. Alkalinity (pH): ASTM F710.
 - b. Internal Relative Humidity: ASTM F2170.
 - c. Moisture Vapor Emission: ASTM F1869.
 - 2. Obtain instructions if test results are not within limits recommended by fluid-applied flooring manufacturer.

3.02 PREPARATION

- A. Remove subfloor ridges and bumps. Fill low spots, cracks, joints, holes, and other defects with subfloor filler.
- B. Prepare concrete surfaces according to ICRI 310.2R, CSP 5.

- C. Apply, trowel, and float filler to achieve smooth, flat, hard surface. Grind irregularities above the surface level. Prohibit traffic until filler is cured.
- D. Prepare sloped dish at floor drains.
- E. Vacuum clean substrate.
- F. Apply primer to surfaces required by flooring manufacturer.

3.03 INSTALLATION - ACCESSORIES

A. Install terminating cap strip at top of base; attach securely to wall substrate.

3.04 INSTALLATION - FLOORING

- A. Apply in accordance with manufacturer's instructions.
- B. Apply each coat to minimum thickness required by manufacturer.
- C. Finish to smooth level surface.
- D. Ensure flooring is installed with a positive slope to floor drain.
- E. Cove at vertical surfaces.

3.05 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for additional requirements.

3.06 PROTECTION

- A. Prohibit traffic on floor finish for 48 hours after installation.
- B. Barricade area to protect flooring until fully cured.

END OF SECTION 09 6700

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SECTION 09 9113 EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - Hollow Metal Doors and Frames.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factoryapplied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically indicated.
 - Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 7. Glass.
 - 8. Concrete Masonry Units.
 - 9. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 09 9123 - Interior Painting.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D4258 Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- C. ASTM D4259 Standard Practice for Preparation of Concrete by Abrasion Prior to Coating Application; 2024.
- D. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- E. SSPC-SP 1 Solvent Cleaning; 2015, with Editorial Revision (2016).

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - Manufacturer's installation instructions.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

- 1. Where sheen is specified, submit samples in only that sheen.
- 2. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- E. Manufacturer's Instructions: Indicate special surface preparation procedures.
- F. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Provide paints and finishes from the same manufacturer to the greatest extent possible.
- C. Paints:
 - 1. Base Manufacturer: Subject to compliance with requirements, provide products by the following.
 - 2. Pittsburgh Paints: www.ppgpaints.com/#sle.
- D. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.

- 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
- Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
- 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
- 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Ozone Transport Commission (OTC) Model Rule, Architectural, Industrial, and Maintenance Coatings; www.otcair.org; specifically:
 - 1) Opaque, Flat: 50 g/L, maximum.
 - 2) Opaque, Nonflat: 150 g/L, maximum.
 - 3) Opaque, High Gloss: 250 g/L, maximum.
 - c. Architectural coatings VOC limits of the State in which the Project is located.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: As indicated on drawings.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint E-OP Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Light Industrial Coating, Water Based.
 - a. Products:
 - 1) Pittsburgh Paints Pitt-Tech Plus EP DTM Industrial Enamel, 90-1710 Series, Satin. (MPI #161)

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.
 - 1. Water Based Primer for Galvanized Metal.
 - a. Products:
 - 1) Pittsburgh Paints Pitt-Tech Plus EP DTM Industrial Primer, 90-1912. (MPI #134)

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.

H. Ferrous Metal:

- 1. Solvent clean according to SSPC-SP 1.
- Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
- 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- E. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

3.07 SCHEDULE - EXTERIOR PAINT SYSTEMS

- A. Shop-Primed Metal Items: Finish surfaces exposed to view.
 - 1. Finish the following items:
 - a. Hollow Metal Doors and Frames

END OF SECTION 09 9113

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SECTION 09 9123 INTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - Mechanical and Electrical:
 - a. In finished areas, paint conduit and boxes, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
- D. Do Not Paint or Finish the Following Items:
 - Items factory-finished unless otherwise indicated; materials and products having factoryapplied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
 - 6. Floors, unless specifically indicated.
 - 7. Brick, architectural concrete, cast stone, integrally colored plaster, and stucco.
 - Glass.
 - 9. Acoustical materials, unless specifically indicated.
 - 10. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

A. Section 09 9113 - Exterior Painting.

1.03 DEFINITIONS

A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4258 Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- D. ASTM D4259 Standard Practice for Preparation of Concrete by Abrasion Prior to Coating Application; 2024.
- E. MPI (APSM) Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- F. SSPC-SP 1 Solvent Cleaning; 2015, with Editorial Revision (2016).
- G. SSPC-SP 6 Commercial Blast Cleaning; 2007.

1.05 SUBMITTALS

A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.07 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Base Manufacturer: Subject to compliance with requirements, provide products by the following.
 - Pittsburgh Paints: www.ppgpaints.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.

- 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
- Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
- 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
- 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
 - 1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: As indicated on drawings.
 - In finished areas, finish pipes, and conduit, the same color as the wall/ceiling under which they are mounted.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP-MD-DT Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals:
 - 1. Medium duty applications include doors and door frames
 - 2. Two top coats and one coat primer.
 - 3. Top Coat(s): Interior Light Industrial Coating, Water Based; MPI #151, 153, or 154.
 - a. Products:
 - Pittsburgh Paints Pitt-Tech Plus EP WB DTM Industrial Enamel, 90-1710 Series, Satin. (MPI #151)
 - 4. Top Coat Sheen:
 - a. Satin: MPI gloss level 4; use this sheen at all locations.
 - 5. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Paint I-OP-MD-WC Medium Duty Vertical and Overhead: Including uncoated steel and shop primed steel.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Interior Light Industrial Coating, Water Based; MPI #151, 153, or 154.
 - a. Products:
 - 1) Pittsburgh Paints Pitt-Glaze WB1 Pre-Catalyzed Water-Borne Acrylic Epoxy, 16-310 Series, Eggshell. (MPI #151)
 - 3. Top Coat Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.
- C. Paint I-OP-DF Dry Fall: Metals; exposed structure and overhead-mounted services, including shop primed galvanized conduit and galvanized piping.
 - 1. Shop primer by others.
 - 2. One top coat.
 - 3. Top Coat: Latex Dry Fall
 - a. Products:

- 1) Pittsburgh Paints Speedhide Super Tech Water Based Interior Dry-Fog Latex, 6-725XI Series, Flat.
- 4. Top Coat Sheen:
 - a. Flat: MPI gloss level 1; use this sheen at all locations.
- 5. Primer: As recommended by top coat manufacturer for specific substrate.

2.04 PRIMERS

- A. Primers: Refer to Paint Systems for primer information unless other primer is required or recommended by manufacturer of top coats.
 - 1. Interior Institutional Low Odor/VOC Primer Sealer; MPI #149.
 - a. Products:
 - 1) Pittsburgh Paints Speedhide Zero Interior Latex Sealer (MPI #149)
 - 2. Interior Latex Block Filler; MPI #4.
 - a. Products:
 - 1) Pittsburgh Paints Speedhide Masonry Hi Fill Latex Block Filler, 6-15XI. (MPI #4)

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been adequately prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- F. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

- 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 Commercial Blast Cleaning. Protect from corrosion until coated.
- G. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Sand wood and metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 FIELD QUALITY CONTROL

A. See Section 01 4000 - Quality Requirements, for general requirements for field inspection.

3.05 CLEANING

A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.06 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION 09 9123

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SECTION 09 9723 CONCRETE AND MASONRY COATINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Moisture resistant smooth concrete and masonry coatings.

1.02 RELATED REQUIREMENTS

A. Section 09 9113 - Exterior Painting.

1.03 REFERENCE STANDARDS

1.04 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating coating materials and ______.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Data: Include cleaning procedures and repair and patching techniques.

1.05 FIELD CONDITIONS

- A. Do not install materials when temperature is below 55 degrees F or above 90 degrees F.
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Restrict traffic from area where coating is being applied or is curing.

1.06 WARRANTY

- A. See Section 01 7800 Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Concrete and Masonry Coatings:
 - 1. PROSOCO SureKlean Weather Seal: Blok-Guard & Graffiti Control WB 15

2.02 MATERIALS

- A. Coatings General: Provide complete systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated.
 - Maximum volatile organic compound (VOC) content: As required by applicable regulations.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing conditions before starting work.

- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Cementitious Substrates: Do not begin application until substrate has cured 28 days minimum and measured moisture content is not greater than 16 percent.
- D. Masonry: Verify masonry joints are struck flush.

3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings.
- C. Remove finish hardware, fixture covers, and accessories and store.
- D. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

3.03 PRIMING

A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

3.04 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.06 PROTECTION

Protect finished work from damage.

END OF SECTION 09 9723

SECTION 10 2800 TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Under-lavatory pipe supply covers.
- C. Electric hand dryers.
- D. Diaper changing stations.
- E. Child protection seats.
- F. Utility room accessories.
- G. Mirrors.

1.02 RELATED REQUIREMENTS

A. Section: Plumbing Fixtures on drawings Under-lavatory pipe and supply covers.

1.03 REFERENCE STANDARDS

- A. ADA Standards 2010 ADA Standards for Accessible Design; 2010.
- B. ASTM A269/A269M Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2022.
- C. ASTM A666 Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2023.
- D. ASTM C1036 Standard Specification for Flat Glass; 2021.
- E. ASTM C1503 Standard Specification for Silvered Flat Glass Mirror; 2024.
- F. ASTM C1822 Standard Specification for Insulating Covers on Accessible Lavatory Piping; 2021.
- G. ASTM F2285 Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use; 2022.
- H. ICC A117.1 Accessible and Usable Buildings and Facilities; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.05 SUBMITTALS

- A. See Section 01 3000 Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.
- C. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MATERIALS

A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.

- Grind welded joints smooth.
- 2. Fabricate units made of metal sheet of seamless sheets with flat surfaces.
- B. Keys: Provide 2 keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- E. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- F. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

2.02 FINISHES

A. Stainless Steel: Satin finish, unless otherwise noted.

2.03 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser (T-04): Double jumbo roll, surface mounted with holders/mandrils that accommodate both the industry's core sizes.
 - 1. Products:
 - a. American Specialties, Inc., 0040.
 - b. Bobrick Washroom Equipment, Inc., B-2892, (Basis-of-Design).
- B. Soap Dispenser (T-06): Liquid soap dispenser, wall-mounted, surface, with stainless steel cover and horizontal stainless steel tank and working parts; push type soap valve, check valve, and window gauge refill indicator, tumbler lock, vandal resistant.
 - 1. Minimum Capacity: 40 ounces.
 - 2. Products:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc., B-2111, (Basis-of-Design).
- C. Mirrors (T-05): Stainless steel framed, 1/4 inch thick annealed float glass; ASTM C1036. Mounting type: theft-resitant.
 - Annealed Float Glass: Silvering, protective and physical characteristics in compliance with ASTM C1503.
 - 2. Size: As indicated on drawings.
 - 3. Frame: 0.05 inchangle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 - 4. Products:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc., B-290.
- D. Grab Bars (T-01, T-02, T-03): Stainless steel, peened surface.
 - Standard Duty Grab Bars:
 - a. Push/Pull Point Load: 250 pound-force, minimum.
 - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.05 inch wall thickness, exposed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
 - c. Finish: Satin.
 - d. Length and Configuration: As indicated on drawings.
 - e. Products:
 - 1) American Specialties, Inc.
 - 2) Bobrick Washroom Equipment, Inc., B-6806, (Basis-of-Design).

2.04 COMMERCIAL ACCESSORIES

- A. Clothes Hook (T-12): Heavy-duty stainless steel, single-prong, rectangular-shaped bracket and backplate for concealed attachment, satin finish, vandal resistant.
 - 1. Products:
 - a. American Specialties, Inc.

b. Bobrick Washroom Equipment, Inc., B-983, (Basis-of-Design).

2.05 UNDER-LAVATORY PIPE AND SUPPLY COVERS

A. Specified on Plumbing Drawings.

2.06 ELECTRIC HAND/HAIR DRYERS

- A. Electric Hand Dryers (T-07): Traditional fan-in-case type, with downward fixed nozzle.
 - 1. Operation: Automatic, sensor-operated on and off.
 - 2. Mounting: Surface.
 - 3. Cover: Stainless steel with brushed finish.
 - a. Tamper-resistant screw attachment of cover to mounting plate.
 - b. Screened or shielded air intake.
 - 4. Warranty: 5 years.
 - 5. Speed Control: Dial for sound and speed adjustment.
 - 6. Electric Hand Dryer Products:
 - a. World Dryer, eXtremeAir EXT7-SS
 - b. Substitutions: Not permitted.

2.07 DIAPER CHANGING STATIONS

- A. Diaper Changing Station (T-10): Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
 - 1. Material: Polypropylene.
 - 2. Mounting: Surface.
 - 3. Color: As selected from manufacturer standard colors.
 - 4. Minimum Rated Load: 200 pounds
 - 5. Products:
 - a. Koala Kare Products, a division of Bobrick, KB300.
 - b. Substitutions: Not permitted.

2.08 CHILD PROTECTION SEAT

- A. Child Protection Seat (T-09): Wall-mounted, folding, adjustable height changing station for use in commercial toilet facilities, meeting or exceeding OBC 1113.4.
 - 1. Material: High-density Polyethylene.
 - 2. Mounting: Surface.
 - 3. Color: As selected from manufacturer standard colors.
 - 4. Minimum Rated Static Load: 50 pounds.
 - 5. Products:
 - a. Koala Kare Products, a division of Bobrick, KB102.
 - b. Substitutions: Not permitted.

2.09 UTILITY ROOM ACCESSORIES

- Utility Mop and Broom Holder (T-08): 22-gauge (0.8mm) stainless steel, Type 304, hat-shaped channel.
 - 1. Finish: Satin.
 - 2. Mounting: Surface.
 - 3. Mop/broom holders: Three spring-loaded rubber cam holders.
 - 4. Length: 24 inches.
 - 5. Products:
 - a. American Specialties, Inc.
 - b. Bobrick Washroom Equipment, Inc., B-223, (Basis-of-Design).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. For electrically-operated accessories, verify that electrical power connections are ready and in the correct locations.

3.02 PREPARATION

A. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on drawings.
- B. Mounting Heights: As required by accessibility regulations, unless otherwise indicated or as indicated on the drawings.

3.04 PROTECTION

A. Protect installed accessories from damage due to subsequent construction operations.

END OF SECTION 10 2800