

Project Manual

Provalus Building Fitup  
**City of Whiteville**  
PO Box 607  
Whiteville, NC 278472

PRE-BID DATE: November 13, 2024  
PRE-BID TIME: 2:00 PM  
PRE-BID LOCATION: Whiteville City Hall  
317 South Madison Street  
Whiteville, NC 28472

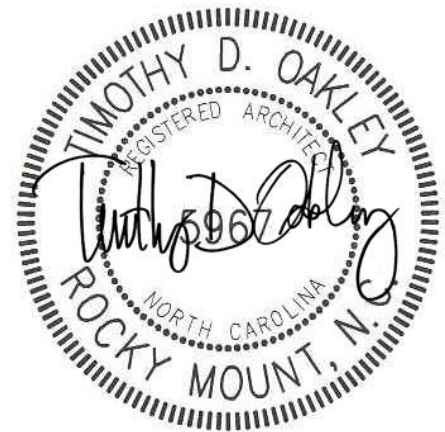
BID DATE: December 2, 2024  
BID TIME: 2:00pm  
BID LOCATION: Whiteville City Hall  
317 South Madison Street  
Whiteville, NC 28472

## BID SET

October 2024

Architect's Project Number: 24002

10/30/2024



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Oakley Collier Architects, PA  
109 Candlewood Road  
Rocky Mount, North Carolina 27804  
205 West Martin Street  
Raleigh, North Carolina 27601



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Not Used

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**PROJECT PERSONNEL**

PROJECT: Provalus Fitup  
127 W. Columbus St.  
Whiteville, NC 28472

PROJECT NO: 24002

DATE: October 2024

OWNER: City of Whiteville  
PO Box 607  
Whiteville, NC 28472

ARCHITECT: Oakley Collier Architects, P.A.  
205 W Martin Street  
Raleigh, NC 27601  
919-985-7700

CIVIL ENGINEER: N/A

STRUCTURAL ENGINEER: Kaydos-Daniels Engineers, PLLC  
718 W. Lane St.  
Raleigh, North Carolina 27603

PME ENGINEER: Atlantec Engineers, PA  
3221 Blue Ridge Rd.  
Raleigh, North Carolina 27612

## NOTICE TO BIDDERS

Sealed proposals will be received until 2:00 PM on December 2, 2024 in the City Council Chambers of the Whiteville City Hall located at 317 South Madison Street, Whiteville, NC 28472 and immediately thereafter publicly opened and read for the furnishing of labor, material and equipment entering into the construction of the

Provalus Building Fitup  
City of Whiteville

The Project encompasses approximately 17,500 sf of shell building alterations and interior improvements, including updated mechanical, electrical, and plumbing systems, for a new tenant at the former News Reporter Building at 127 W. Columbus St., Whiteville, NC.

Bids will be received for Single Prime Contracts. All proposals shall be lump sum.

### Pre-Bid Meeting

An open Pre-bid Meeting will be held at 2:00 PM on November 13, 2024 in the City Council Chambers of the Whiteville City Hall located at 317 South Madison Street, Whiteville, NC 28472. The meeting will address project specific questions, issues, bidding procedures and bid forms. Contractors are invited to walk through the site at the conclusion of the pre-bid.

Complete plans, specifications and contract documents will be open for inspection in the offices of Oakley Collier Architects, P.A., 205 W Martin Street, Raleigh, North Carolina 27601, (252) 937-2500, and in the plan rooms of the Carolinas Associated General Contractors, Raleigh, NC, in the local North Carolina offices of Dodge Data & Analytics,, in McGee Cadd Reprographics Greenville, NC, and in the Eastern Regional Office of Construction Market Data in Norcross, GA and in Minority Plan Rooms in the NC Institute of Minority Economic Development, Inc in Durham, NC and in East Coast Digital – Minority Plan Room Provider, Greenville, NC.

Complete plans and specifications for this project are available free of charge for a Digital Download or for \$350.00 (refundable) deposit by cash or certified check for hard copies. Either format can be obtained from Oakley Collier Architects, 205 W. Martin Street, Raleigh NC 27601 (252-937-2500), or by emailing Ashley Seaman ([aseaman@oakleycollier.com](mailto:aseaman@oakleycollier.com)) beginning October 31, 2024 during normal office hours. Plans will also be available in the plan rooms of the Carolinas Associated General Contractors, Raleigh, NC, in McGee Cadd Reprographics Greenville, NC, in the local North Carolina offices of Dodge Data & Analytics, and in the Construct Connect in Norcross, GA and in Minority Plan Rooms in the NC Institute of Minority Economic Development, Inc in Durham, NC and in East Coast Digital – Minority Plan Room Provider, Greenville, NC.

All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

General contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General contractors submitting bids on this project must have license classification for “Unlimited”.

Each proposal shall be accompanied by a cash deposit or a certified check drawn on some bank or trust company insured by the Federal Deposit Insurance Corporation, of an amount equal to not less than five percent (5%) of the proposal or in lieu thereof a bidder may offer a bid bond of five percent (5%) of the bid executed by a surety company licensed under the laws of North Carolina to execute such bonds, conditioned that the surety will, upon demand forthwith make payment to the obligee upon said bond if the bidder fails to execute the contract in accordance with the bid bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or to give satisfactory surety as required by law.

A Performance Bond and a Payment Bond will be required for one hundred percent (100%) of the contract price.

Payment will be made based on ninety-five percent (95%) of monthly estimates and final payment made upon completion and acceptance of work.

No bid may be withdrawn after the scheduled closing time for the receipt of bids for a period of 60 days.

The owner reserves the right to reject any or all bids and to waive informalities.

Owner: City of Whiteville  
PO Box 607  
Whiteville, NC 28472

Architect: Oakley Collier Architects, PA  
205 W Martin Street  
Raleigh, NC 27601



# AIA® Document A701™ – 2018

## Instructions to Bidders

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

Whiteville Provalus Building Fitup

**THE OWNER:**  
*(Name, legal status, address, and other information)*

City of Whiteville  
PO Box 607  
Whiteville, NC 28472

**THE ARCHITECT:**  
*(Name, legal status, address, and other information)*

OAKLEY COLLIER ARCHITECTS, PA  
205 W MARTIN STREET  
ROCKY MOUNT, NC 27804

### TABLE OF ARTICLES

- 1      **DEFINITIONS**
- 2      **BIDDER’S REPRESENTATIONS**
- 3      **BIDDING DOCUMENTS**
- 4      **BIDDING PROCEDURES**
- 5      **CONSIDERATION OF BIDS**
- 6      **POST-BID INFORMATION**
- 7      **PERFORMANCE BOND AND PAYMENT BOND**
- 8      **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

### 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.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner’s Instructions to the Architect, Parts A and B will be completed prior to using this document.



## ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## ARTICLE 3 BIDDING DOCUMENTS

### § 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)*

EMAIL

**§ 3.1.2** Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

**§ 3.1.3** Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

**§ 3.1.4** Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

**§ 3.1.5** The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

### **§ 3.2 Modification or Interpretation of Bidding Documents**

**§ 3.2.1** The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

**§ 3.2.2** Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.  
*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)*

EMAIL

**§ 3.2.3** Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### **§ 3.3 Substitutions**

**§ 3.3.1** The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

#### **§ 3.3.2 Substitution Process**

**§ 3.3.2.1** Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

**§ 3.3.2.2** Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

**§ 3.3.2.3** If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

**§ 3.3.3** The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

**§ 3.3.4** If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

### § 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

*(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)*

EMAIL

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

### § 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

*(Insert the form and amount of bid security.)*

SUBMIT BID BOND (AIA 310-2010), CASH, OR CERTIFIED CHECK IN THE AMOUNT OF 50% OF THE BID.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning days after the opening of Bids, withdraw its Bid and request the return of its bid security.

### § 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

*(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)*

SUBMIT PAPER COPY IN COMPLIANCE WITH BIDDING REQUIREMENTS.

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

### § 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

*(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)*

OWNER SHALL RETAIN BID SECURITY

## ARTICLE 5 CONSIDERATION OF BIDS

### § 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

## **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

## **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

## **ARTICLE 6 POST-BID INFORMATION**

### **§ 6.1 Contractor's Qualification Statement**

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

### **§ 6.2 Owner's Financial Capability**

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

**§ 7.1.1** If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.



§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)*

## § 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

USE FORMS INCLUDED IN PROJECT MANUAL

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

*(Insert the complete AIA Document number, including year, and Document title.)*

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013.)*

NOT REQUIRED

.5 Drawings

<del>Number</del>	<del>Title</del>	<del>Date</del>
.6	Specifications	

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

~~AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017.)*~~

~~The Sustainability Plan.~~

<del>Title</del>	<del>Date</del>	<del>Pages</del>
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~~Supplementary and other Conditions of the Contract.~~

<del>Document</del>	<del>Title</del>	<del>Date</del>	<del>Pages</del>
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.9 Other documents listed below:  
*(List here any additional documents that are intended to form part of the Proposed Contract Documents.)*

A312-2010 PERFORMANCE BOND  
A312-2010 PAYMENT BOND  
G704-2017 CERTIFICATE OF SUBSTANTIAL COMPLETION  
G706A-1994 CONTRACTORS RELEASE OF LIENS

## **SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

Note the following changes and additions to the printed AIA Document A701, Instructions to Bidders, 2018 Edition.

### **ARTICLE 3 - BIDDING DOCUMENTS**

Add the following subparagraphs to Section 3.2:

"3.2.4 Whenever there are discrepancies between Drawings, or between the Drawings and Specifications, or conflicts within the Specifications, and such discrepancy is not called to the Architect's attention in time to permit clarification by Addendum, the bidder shall base his bid upon providing the better quality or greater quantity of work or material called for, shall submit a written statement with his proposal noting such discrepancies, and shall so furnish and install such better quality or greater quantity unless otherwise ordered in writing."

### **ARTICLE 4 - BIDDING PROCEDURES**

Add the following to Subparagraph 4.1.1:

"Proposals shall be submitted on the extra proposal form attached to this Project Manual. The Form of Proposal bound into the Project Manual is for reference only and shall not be removed. Proposals submitted shall include the following items: Single-Prime General Contractor Form of Proposal, Bid Bond, and MBE forms."

Add the following Subparagraphs 4.2.4 and 4.2.5:

4.2.4 Bids shall be accompanied by a cash-deposit or a certified check drawn on and certified by a bank or trust company insured by the Federal Deposit Insurance Corporation, in an amount not less than 5 percent of the bid, or in lieu thereof, a bidder may offer a bid bond of 5 percent of bid.

"4.2.5 Certified checks and/or Bid Bonds shall be pinned or clipped to the Proposal Form."

Add the following to Subparagraph 4.3.1:

"Proposals shall be hand carried to the time and place indicated in the Contract Documents by a representative of the Contractor, in sealed envelopes bearing the address of the Owner, the name of the project, the bidder's name, and State license number. Bids shall be submitted in separate envelopes for single-prime and multi-prime bids. Each bid shall carry separate bid bonds. Bids may also be delivered by certified mail, receipt required."

Add the following to Subparagraph 4.4.1:

"No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of sixty (60) days."



Add the following to Subparagraph 4.4.2:

"Proposals may be modified by an authorized representative of the bidder **IN PERSON AT PLACE OF BID OPENING PRIOR TO TIME OF OPENING BIDS ONLY**. Modifications submitted by any other means **WILL NOT BE CONSIDERED.**"

#### **ARTICLE 5 - CONSIDERATION OF BIDS**

Subparagraph 5.3.1 – Delete and substitute the following 5.3.1:

"It is the intention of the Owner to award the contract to the most suited responsive bidder submitting the proposal to the Owner and whose construction skill and financial resources are fully equal to the task of executing the work in a rapid and satisfactory manner, and of completing the work within the time limit. The owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests."

Add the following to subparagraph 5.3.2:

"The Owner's acceptance of any or all alternates will not extend the stated contract time."

"The basis of contract award for the work required for the complete project will be the lowest single-prime bid. Failure of the Proposer to fully and accurately complete the bid form, including names of subcontractors will cause single prime bids to be rejected as non-responsive."

#### **ARTICLE 6 - POST BID INFORMATION**

Delete Paragraph 6.2

Add the following to Subparagraph 6.3.1:

"The successful Bidder(s), within 7 days following the opening of bids, shall submit a letter to the Architect which shall verify that the Contractor(s) complied with the Owner's Minority Business Guidelines and specify any other efforts to the Contractor(s) made to recruit minority subcontractors and minority suppliers for work on this project. This letter should include copies of any advertisements or correspondences the Contractor(s) has made to recruit minority subcontractors and suppliers. Further, a list of awards that have been or will be offered to minority subcontractors and suppliers and a list of others that were recruited shall be included."

Add the following to Subparagraph 6.3.4:

"The Bidder shall furnish upon request adequate data on any named entity on the list in order to permit the Architect and Owner to conduct a proper evaluation. Failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements."

**ARTICLE 7 - PERFORMANCE BOND AND PAYMENT BOND**

Delete subparagraph 7.2.1 and replace with the following subparagraph 7.2.1

"The Bidder shall deliver the required bonds to the Owner prior to the date of execution of the Contract."

**END OF SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

## General Conditions of the Contract for Construction

**for the following PROJECT:**

*(Name and location or address)*

Provalus Building Fitup

**THE OWNER:**

*(Name, legal status and address)*

City of Whiteville  
PO Box 607  
Whiteville, NC 28472

**THE ARCHITECT:**

*(Name, legal status and address)*

Oakley Collier Architects, PA  
205 W Martin Street  
Raleigh, NC 27601

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**ADDITIONS AND DELETIONS:**

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

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

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

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## **ARTICLE 1 GENERAL PROVISIONS**

### **§ 1.1 Basic Definitions**

#### **§ 1.1.1 The Contract Documents**

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

#### **§ 1.1.2 The Contract**

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

#### **§ 1.1.3 The Work**

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

#### **§ 1.1.4 The Project**

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

#### **§ 1.1.5 The Drawings**

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

#### **§ 1.1.6 The Specifications**

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

#### **§ 1.1.7 Instruments of Service**

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

#### **§ 1.1.8 Initial Decision Maker**

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

### **§ 1.2 Correlation and Intent of the Contract Documents**

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

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

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

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

### **§ 1.3 Capitalization**

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

### **§ 1.4 Interpretation**

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

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

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

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

### **§ 1.6 Notice**

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

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

### **§ 1.7 Digital Data Use and Transmission**

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

### **§ 1.8 Building Information Models Use and Reliance**

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

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

## **ARTICLE 2 OWNER**

### **§ 2.1 General**

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

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

### **§ 2.2 Evidence of the Owner's Financial Arrangements**

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

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

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

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

### **§ 2.3 Information and Services Required of the Owner**

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

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

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

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

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

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

#### **§ 2.4 Owner's Right to Stop the Work**

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

#### **§ 2.5 Owner's Right to Carry Out the Work**

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

### **ARTICLE 3 CONTRACTOR**

#### **§ 3.1 General**

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

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

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

#### **§ 3.2 Review of Contract Documents and Field Conditions by Contractor**

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

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

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

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

### **§ 3.3 Supervision and Construction Procedures**

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

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

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

### **§ 3.4 Labor and Materials**

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

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

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

### **§ 3.5 Warranty**

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

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

### **§ 3.6 Taxes**

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

### **§ 3.7 Permits, Fees, Notices and Compliance with Laws**

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

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

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

### **§ 3.7.4 Concealed or Unknown Conditions**

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

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



### **§ 3.8 Allowances**

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

**§ 3.8.2** Unless otherwise provided in the Contract Documents,

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

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

### **§ 3.9 Superintendent**

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

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

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

### **§ 3.10 Contractor's Construction and Submittal Schedules**

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

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

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

### **§ 3.11 Documents and Samples at the Site**

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

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

### **§ 3.12 Shop Drawings, Product Data and Samples**

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

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

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

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

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

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

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

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

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

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

**§ 3.12.10.1** If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely

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

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

### **§ 3.13 Use of Site**

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

### **§ 3.14 Cutting and Patching**

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

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

### **§ 3.15 Cleaning Up**

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

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

### **§ 3.16 Access to Work**

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

### **§ 3.17 Royalties, Patents and Copyrights**

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

### **§ 3.18 Indemnification**

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

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

## **ARTICLE 4 ARCHITECT**

### **§ 4.1 General**

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

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

### **§ 4.2 Administration of the Contract**

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

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

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

### **§ 4.2.4 Communications**

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 Definitions

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

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

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

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

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

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

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

### § 5.3 Subcontractual Relations

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

### § 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

## **ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

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

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

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

### § 7.2 Change Orders

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

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

### § 7.3 Construction Change Directives

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

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

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

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

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



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

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

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

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

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

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

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

#### § 7.4 Minor Changes in the Work

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

### ARTICLE 8 TIME

#### § 8.1 Definitions

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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

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

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

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

#### **§ 9.4 Certificates for Payment**

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

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

#### **§ 9.5 Decisions to Withhold Certification**

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

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

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

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

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

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

### **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

### **§ 9.9 Partial Occupancy or Use**

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

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

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

### **§ 9.10 Final Completion and Final Payment**

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

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

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

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

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

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

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

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

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

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

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

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

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

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

#### § 10.2.8 Injury or Damage to Person or Property

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

#### § 10.3 Hazardous Materials and Substances

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

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

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

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

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

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

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

#### **§ 10.4 Emergencies**

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

### **ARTICLE 11 INSURANCE AND BONDS**

#### **§ 11.1 Contractor's Insurance and Bonds**

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

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

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

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



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

## § 11.2 Owner's Insurance

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

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

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

## § 11.3 Waivers of Subrogation

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

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

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

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

#### **§11.5 Adjustment and Settlement of Insured Loss**

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

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

### **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

#### **§ 12.1 Uncovering of Work**

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

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

#### **§ 12.2 Correction of Work**

##### **§ 12.2.1 Before Substantial Completion**

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

##### **§ 12.2.2 After Substantial Completion**

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

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

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

### § 13.2 Successors and Assigns

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

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

### § 13.3 Rights and Remedies

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

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

## § 13.4 Tests and Inspections

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

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

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

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

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

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

## § 13.5 Interest

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

## ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

### § 14.1 Termination by the Contractor

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

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

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

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

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

#### § 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

#### § 14.3 Suspension by the Owner for Convenience

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

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

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

#### § 14.4 Termination by the Owner for Convenience

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

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

- .1 cease operations as directed by the Owner in the notice;

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

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

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

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

#### **§ 15.1.3 Notice of Claims**

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

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

#### **§ 15.1.4 Continuing Contract Performance**

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

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

#### **§ 15.1.5 Claims for Additional Cost**

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

#### **§ 15.1.6 Claims for Additional Time**

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

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

**§ 15.1.7 Waiver of Claims for Consequential Damages**

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

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

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

**§ 15.2 Initial Decision**

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

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

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

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

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

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

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

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

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

### **§ 15.3 Mediation**

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

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

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

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

### **§ 15.4 Arbitration**

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

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

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



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

**§ 15.4.4 Consolidation or Joinder**

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

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

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



## **SUPPLEMENTARY GENERAL CONDITIONS**

### **STANDARD AIA FORMS**

General Conditions of the Contract Standard Form A201 (Latest Edition) of the American Institute of Architects are hereby made a part of the specifications and are bound herein. The General Conditions including Modifications and Special Conditions herein, shall become a part of the contract, and shall apply to all Contractors and all subcontractors.

### **SUPPLEMENTS TO AIA DOCUMENTS A201**

The following supplements modify, change, delete from or add to the "General Conditions of the Contract for Construction, 'AIA Document A201.' Where any Article of the General Conditions is modified, or any Paragraph, Subparagraph or Clause thereof is modified or any Paragraph, Subparagraph or Clause thereof is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

### **ARTICLE 1 GENERAL PROVISIONS**

#### **1.1 BASIC DEFINITIONS**

Add the following:

##### **1.1.5.1 PRODUCT**

The term "product" as used in the Contract Documents includes materials, systems and equipment.

##### **1.1.6.1 PROJECT MANUAL**

The term "Project Manual" as used in this section is the volume that includes the bidding requirements, Conditions of the Contract and the Specifications.

##### **1.1.8 CONTRACTOR**

The term "Contractor" shall mean the Contractor involved with this project.

##### **1.1.9 GENERAL CONTRACTOR**

The term "General Contractor" shall mean the Contractor responsible for the General Contract Work.

##### **1.1.10 SUBCONTRACTOR**

The term "subcontractor" shall mean subcontractor employed by the Contractor.

## **ARTICLE 3 CONTRACTOR**

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

Add the following paragraph:

3.3.2.1 - The contractor agrees that no contractual relationship exists between the subcontractor and the owner in regard to the contract, and that the subcontractor acts on this work as an agent or employee of the contractor.

### **3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

Add the following paragraphs:

3.12.11.1 - Products are generally specified by ASTM or other reference standard, and/or by manufacturer's name and model number or trade number. When specified only by reference standard, the Contractor may select any product meeting this standard, by any manufacturer. When several products or manufacturers are specified as being equally acceptable, the Contractor has the option of using any product and manufacturer combination listed.

3.12.11.2 - 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, under the following conditions:

1. The request is accompanied by complete data on the proposed substitution substantiating compliance with the Contract Documents including product identification and description, performance and test data, references and samples where applicable, and an itemized comparison of the proposed substitution with the products specified or named by Addenda, with data relating to Contract time schedule, design and artistic effect where applicable, and its relationship to separate contracts.
2. The request is accompanied by accurate cost data on the proposed substitution in comparison with the product specified, whether or not modification of the Contract Sum is to be a consideration.

3.12.11.3 - Requests for substitution based on Clause 3.12.11.2 above, when forwarded by the Contractor to the Architect, are understood to mean that the Contractor:

1. Represents that he has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
2. Will provide the same guarantee for the substitution that he would for that specified;
3. Certified that the cost data presented is complete and include all related costs under this Contract, but excludes costs under separate contracts and the Architect's redesign costs, and

that he 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.

3.12.11.4 - Substitutions will not be considered if:

1. They are indicated or implied on shop drawing submissions without the formal request required in Clause 4.4.1.3 above; or

2. For their implementation they require a substantial revision of the Contract Documents in order to accommodate their use.

3.12.11.5 - When required, three samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, submit three sets of pairs illustrating the full scope of this range. One set of "Approved" samples will be retained at the Architect's project office.

### **3.15 CLEANING UP**

Add the following paragraph:

3.15.1.1 - The Contractor shall remove rubbish and leave the building broom clean, clean all glass, replace all broken glass, remove stains, spots, marks, and dirt from the decorated work: clean hardware, remove paint spots and smears from all surfaces, clean fixtures and wash all concrete, tile and cement floors, polish all resilient floors. Cleanup will be performed at the end of each day and will be monitored by the Owner and Architect.

## **ARTICLE 4 ARCHITECT**

### **4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT**

Add the following paragraphs:

4.2.1.1 - All instructions to the contractor will be made only by or through the designer or his designated project representative. Observations made by official representatives of the owner shall be conveyed to the designer for review and coordination prior to issuance to the contractor.

4.2.1.2 - All work shall be inspected by designer and/or special inspector prior to being covered by the contractor. Contractor shall give a minimum two weeks' notice unless otherwise agreed to by all parties. If inspection fails, after the first re-inspection all costs associated with additional re-inspections shall be borne by the contractor.

4.2.1.3 - Where special inspection or testing is required by virtue of any state laws, instructions of the designer, specifications or codes, the contractor shall give adequate notice to the designer of the time

set for such inspection or test, if the inspection or test will be conducted by a party other than the designer. Such special tests or inspections will be made in the presence of the designer, or his authorized representative, and it shall be the contractor's responsibility to serve ample notice of such tests.

4.2.1.4 - Should any work be covered up or concealed prior to inspection and approval by the designer and/or special inspector such work shall be uncovered or exposed for inspection, if so requested by the designer in writing. Inspection of the work will be made upon notice from the contractor. All cost involved in uncovering, repairing, replacing, recovering and restoring to design condition, the work that has been covered or concealed will be paid by the contractor involved.

4.2.6.1 - Mechanics whose work is unsatisfactory to the owner, or unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice of the Architect.

## **ARTICLE 5 SUBCONTRACTORS**

### **5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.2.1 - Change first sentence to read: Unless otherwise required by the Contract Documents or the Bidding Documents, the Contractor, within 5 days from the contract date, shall furnish to the owner and architect in writing the names or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each of the principal portions of the work.

## **ARTICLE 7 CHANGES IN THE WORK**

### **7.2 CHANGE ORDERS**

Add the following paragraphs:

7.2.2 – In determining the values of changes, either additive or deductive, contractors are restricted to the use of the following methods:

1. Where the extra work involved is covered by unit prices quoted in the proposal, or subsequently agreed to by the Contractor, Designer, and Owner the value of the change shall be computed by application of unit prices based on quantities, estimated or actual as agreed of the items involved, except in such cases where a quantity exceeds the estimated quantity allowance in the contract by one hundred percent (100%) or more. In such cases, either party may elect to proceed under subparagraph 7.2.2.2 herein. If neither party elects to proceed under 7.2.2.2, then unit prices shall apply.
2. The contracting parties shall negotiate and agree upon the equitable value of the change prior to issuance of the change order, and the change order shall stipulate the corresponding lump sum adjustment to the contract price.

7.2.3 - Under Paragraph 7.2.2, the allowances for overhead and profit combined shall be as follows: all contractors (the single contracting entity (prime), his subcontractors(1st tier subs), or their sub-subcontractors (2nd tier subs, 3rd tier subs, etc.)) shall be allowed a maximum of 10% on work they each self-perform; the prime contractor shall be allowed a maximum of 5% on contracted work of his 1st tier sub; 1<sup>st</sup> tier, 2nd tier, 3rd tier, etc. contractors shall be allowed a maximum of 2.5% on the contracted work of their subs. ; Under Method "c(1)", no additional allowances shall be made for overhead and profit. In the case of deductible change orders, under 7.2.2, the contractor shall include no less than five percent (5%) profit, but no allowances for overhead.

7.2.4 - The term "net cost" as used herein shall mean the difference between all proper cost additions and deductions. The "cost" as used herein shall be limited to the following:

1. The actual costs of materials and supplies incorporated or consumed as part of the work;
2. The actual costs of labor expended on the project site; labor expended in coordination, change order negotiation, record document maintenance, shop drawing revision or other tasks necessary to the administration of the project are considered overhead whether they take place in an office or on the project site.
3. The actual costs of labor burden, limited to the costs of social security (FICA) and Medicare/Medicaid taxes; unemployment insurance costs; health/dental/vision insurance premiums; paid employee leave for holidays, vacation, sick leave, and/or petty leave, not to exceed a total of 30 days per year; retirement contributions; worker's compensation insurance premiums; and the costs of general liability insurance when premiums are computed based on payroll amounts; the total of which shall not exceed thirty percent (30%) of the actual costs of labor;
4. The actual costs of rental for tools, excluding hand tools; equipment; machinery; and temporary facilities required for the work;
5. The actual costs of premiums for bonds, insurance, permit fees, and sales or use taxes related to the work.
6. Overtime and extra pay for holidays and weekends may be a cost item only to the extent approved by the owner.

7.2.5 - Should concealed conditions be encountered in the performance of the work below grade, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, the contract sum and time for completion may be equitably adjusted by change order upon claim by either party made within thirty (30) days after the condition has been identified. The cost of such change shall be arrived at by one of the foregoing methods. All change orders shall be supported by a unit cost breakdown showing method of arriving at net cost as defined in 7.2.4.

7.2.6 - In all change orders, the procedure will be for the designer to request proposals for the change order work in writing. The contractor will provide such proposal and supporting data in suitable format. The designer shall verify correctness. Delay in the processing of the change order due to lack of proper submittal by the contractor of all required supporting data shall not constitute grounds for a time extension or basis of a claim. Within fourteen (14) days after receipt of the contractor's accepted proposal including all supporting documentation required by the designer, the designer shall prepare

the change order and forward to the contractor for his signature or otherwise respond, in writing, to the contractor's proposal. Within seven (7) days after receipt of the change order executed by the contractor, the designer shall, certify the change order by his signature, and forward the change order and all supporting data to the owner for the owner's signature.

7.2.7 - A change order, when issued, shall be full compensation, or credit, for the work included, omitted or substituted. It shall show on its face the adjustment in time for completion of the project as a result of the change in the work.

## **ARTICLE 8 TIME**

### **8.2 PROGRESS AND COMPLETION**

Delete and substitute the following:

8.2.3 - "The Contractors shall commence work to be performed under this agreement on a date to be specified in a written order from the architect or corresponding to the date of the Pre-construction conference and shall fully complete all work hereunder as follows:

180 Days

### **8.3 DELAYS AND EXTENSIONS OF TIME**

Add the following paragraphs:

8.3.1.1 - Time extensions will not be granted for rain, wind, snow or other natural phenomena of normal intensity for the locality where work is performed. For purpose of determining extent of delay attributable to unusual weather phenomena, a determination shall be made by comparing the weather for the contract period involved with the average of the preceding five (5) year climatic range during the same time interval based on the National Oceanic and Atmospheric Administration National Weather Service statistics for the locality where work is performed and on daily weather logs kept on the job site by the contractor reflecting the effect of the weather on progress of the work and initialed by the designer's representative. No weather delays shall be considered after the building is dried in unless work claimed to be delayed is on the critical path of the baseline schedule or approved updated schedule. Time extensions for weather delays, acts of God, labor disputes, fire, delays in transportation, unavoidable casualties or other delays which are beyond the control of the Owner do not entitle the Contractor to compensable damages for delays. Any contractor claim for compensable damages for delays is limited to delays caused solely by the owner or its agents. Contractor caused delays shall be accounted for before owner or designer caused delays in the case of concurrent delays.

8.3.1.2 - Request for extension of time shall be made in writing to the designer, copies to the owner, within twenty (20) days following cause of delay. In case of continuing cause for delay, the Contractor shall notify the Designer, copies to the owner, of the delay within 20 days of the beginning of the delay and only one claim is necessary.



8.3.1.3 - The contractor shall notify his surety in writing of extension of time granted.

8.3.1.4 - No claim for time extension shall be allowed on account of failure of the designer to furnish drawings or instructions until twenty (20) days after demand for such drawings and/or instructions. Demand must be in written form clearly stating the potential for delay unless the drawings or instructions are provided. Any delay granted will begin after the twenty (20) day demand period is concluded.

### **Liquidated Damages**

Time extensions for weather delays do not entitle the Contractor to extended overhead recovery. As outlined in Article 3 of the Agreement, the Contractor agrees to pay \$500.00 per day liquidated damages to the owner for each calendar day the Contractor shall be in default.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **9.3 APPLICATIONS FOR PAYMENTS**

Add the following paragraphs:

9.3.1 - The form of Application of Payment shall be on AIA Document G702 "Application and Certificate for Payment".

9.3.1.1 - Until final payment the Owner will pay ninety-five (95%) percent of the amount due the Contractor on account of progress payments. There will be no reduction in the (5) percent retainage withheld after substantial completion. Retainage will be released upon final completion and acceptance of the project and receipt of the Certificate of Compliance with the building inspection authority having jurisdiction over the project. The General Contractor shall be responsible for securing such certification.

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **10.1 SAFETY PRECAUTIONS AND PROGRAMS**

Add the following Subparagraphs 10.1.5 and 10.1.6 to Paragraph 10.1:

10.1.5 - If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Owner and Architect in writing. The Owner, Contractor and Architect shall then proceed in the same manner described in Subparagraph 10.1.2.

10.1.6 - The Owner shall be responsible for obtaining the services of a licensed laboratory to verify a 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 verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and

Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has a reasonable 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.

**ARTICLE 11 INSURANCE AND BONDS**

**11.1 CONTRACTOR'S LIABILITY INSURANCE:**

Modify the following:

11.1.1.8 - Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:

Premises-Operations (including X-C-U)  
Independent Contractor's protective.

Products and completed operations.  
Contractual-including specified provisions for the Contractors obligations under paragraph 4.18.  
Owned, non-owned and hired motor vehicles.  
Broad form coverage for property damage.

Add the following:

11.1.2.1 - Provide the following insurance limits:

Workers Compensation

Applicable Federal, State	<u>\$Statutory</u>
Employer's Liability - Each Accident	<u>\$1,000,000.00</u>
Disease Policy Limit	<u>\$1,000,000.00</u>
Disease Limit per Each Employee	<u>\$1,000,000.00</u>

Contractor's LIABILITY INSURANCE (clauses 1.1.1.2,.3,.4,.5,.6,.7) including CONTRACTUAL LIABILITY (subparagraph 11.1.2)

Form of insurance shall be:  
Comprehensive General Liability  
Comprehensive Automobile Liability

NOTE: The Owner and the Architect shall be included as additional insured parties on the Comprehensive General Liability Policy.

(1) BODILY INJURY	
Each Occurrence	<u>\$1,000,000.00</u>
General Aggregate	<u>\$2,000,000.00</u>
Product Liability Completed Operations Aggregate	<u>\$2,000,000.00</u>
(2) PROPERTY DAMAGE - including completed operations broad form and X,C,U	
Each Occurrence	<u>\$1,000,000.00</u>
Aggregate	<u>\$2,000,000.00</u>
(3) PERSONAL INJURY	
Each Persons Aggregate	<u>\$ 500,000.00</u>
General Aggregate	<u>\$1,000,000.00</u>
Catastrophic Liability	<u>\$1,000,000.00</u>
(4) AUTOMOBILE LIABILITY - owned, non-owned and hired	
Bodily Injury each person	<u>\$2,000,000.00</u>
Bodily Injury each accident	<u>\$2,000,000.00</u>
Property Damaged each occurrence	<u>\$ 500,000.00</u>
(5) INSTALLATION FLOATER - Per Project Requirements to Be Based Upon the Most Expensive Piece of Equipment to Be Provided.	
(6) BUSINESS UMBRELLA POLICY	
Over Primary Insurance	<u>\$2,000,000.00</u>
Retention	<u>\$ 10,000.00</u>

**11.3 PROPERTY INSURANCE**

Delete in its entirety and substitute:

11.3.1 - The Contractor shall purchase and maintain property insurance upon the entire work at the site to the full insurable value thereof. The insurance shall include the interest of the Owner, Architect/Engineer, the Contractor, and subcontractors in the work and shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss or damage including without duplication of coverage, theft, vandalism and malicious mischief. The Contractor shall effect and maintain similar property insurance on portions of the work stored off the site or in transit when such portions of the work are to be included in an Application for Payment under Subparagraph 9.3.2.

The Architect/Engineer will also be insured under this policy to insure their interests.

Fire, Extended Coverage, Vandalism and Malicious Mischief in the names of the Owner, Architect/Engineer and Contractor as their interests may appear with limits as follows:

Amount equal to the Contract Sum for the Work

Independent Contractors: Same limits as above.

Products and Completed Operation:

Same limits as above for one (1) year, commencing with issuance of final certificate of payment.

Contractual Liability:

Same limits as above.

11.3.1.1 - Furnish three (3) copies of Certificates herein required; specifically setting forth evidence of all coverage required by Subparagraphs 11.1.1.

11.3.1.2 - The form of the Certificate shall be ACORD 25-S supplemented as necessary with AIA Document G715. Furnish copies of any endorsements that are subsequently issued amending coverage of limits. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits.

11.3.1.3 - If this insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payments made by the insurance carrier on claims paid by this insurance.

11.3.1.5 - The insurance required by Paragraph 11.3 is not intended to cover machinery, tools or equipment owned or rented by the Contractor, which are utilized in the performance of the Work but not incorporated into the permanent improvements. The Contractor shall, at the Contractor's own expense, provide insurance coverage for owned or rented machinery, tools or equipment which shall be subject to the provisions of Subparagraph 11.3.7.

### **11.3.2 BOILER AND MACHINERY INSURANCE**

Modify as follows:

11.3.2 - Change the first sentence to read, "The Contractor shall purchase and maintain such boiler and machinery insurance as may be required by the contract documents or by law.

Modify as follows:

11.3.6 - In the last sentence change "will not be cancelled" to "shall not be cancelled".

Add the following paragraph:

11.3.12 - The Contractor shall file the original and one certified copy of all policies with the owner and architect before exposure to loss may occur. If the owner is damaged by the failure of the Contractor to

maintain such insurance and to so notify the owner, then the Contractor shall bear all reasonable costs properly attributable thereto.

#### **11.4 PERFORMANCE BOND AND PAYMENT BOND:**

11.4.1.1 - Add the following sentence:

"Prior to signing contract, Contractor shall pay the premium for and furnish Performance and Payment Bond in the amount of the contract price on Form AIA 311 to cover faithful performance of the contract and payment of all obligations arising thereunder. Bonds shall be in such form as Owner may prescribe and with sureties as he may approve. Copy of Agent's Power-of-Attorney, giving him authority to sign bond and shall be furnished to the Architect. The Contractor shall provide six (6) copies."

#### **ARTICLE 15 CLAIMS AND DISPUTES**

##### **15.1.4 CLAIMS FOR ADDITIONAL COST**

Add the following paragraphs:

15.1.4.1 - Should the contractor consider that as a result of instructions given by the designer, he is entitled to extra cost above that stated in the contract, he shall give written notice thereof to the designer within seven (7) days without delay. The written notice shall clearly state that a claim for extra cost is being made and shall provide a detailed justification for the extra cost. The contractor shall not proceed with the work affected until further advised. No claims for extra compensation shall be considered unless the claim is so made. The designer shall render a written decision within seven (7) days of receipt of claim.

15.1.4.2 - The contractor shall not act on instructions received by him from persons other than the designer, and any claims for extra compensation or extension of time on account of such instruction will not be honored. The designer shall not be responsible for misunderstandings claimed by the contractor of verbal instructions which have not been confirmed in writing, and in no case shall instructions be interpreted as permitting a departure from the contract documents unless such instruction is confirmed in writing and supported by a properly authorized change order.

#### **ADD THE FOLLOWING ARTICLES 16-24:**

##### **ARTICLE 16 UTILITIES, STRUCTURES, SIGNS**

The General Contractor shall call ULOCO at 1-800-632-4949 before conducting any sitework in order to avoid damaging existing underground utilities services.

The General Contractor shall provide necessary and adequate facilities and pay all costs for water, electricity, gas, oil, sewer, and other services that may be necessary and required for completion of the project according to the Contract Documents. Any permanent meters installed shall be Owner.

Meters shall be relisted in the Owner's name on the day following completion and acceptance of the General Contractor's work, and the Owner shall pay for services used after that date.

The Owner shall be reimbursed for all metered utility service charges paid by or attributed to the Owner after the meter is relisted in the Owner's name and prior to completion and acceptance of the work of all contractors. Reimbursement shall be made by the contractor whose work has not been completed and accepted. If the work of two or more contractors has not been completed and accepted, reimbursement to the Owner shall be paid by the contractors involved on the basis of assessments by the Architect.

The General Contractor shall provide temporary plumbing, Heating and Electrical systems as required for his work and the work of other Prime Contractors until the permanent systems can be utilized for temporary purposes.

- A. Prior to acceptance of work by the Owner, each contractor shall remove and replace any parts of the permanent building systems damaged through use during construction.
- B. Temporary filters shall be installed in each of the heating and air conditioning units during construction.
- C. Extra effort shall be maintained to keep the building clean and under no circumstances shall air systems be operated if finishing operations are creating dust in excess of what would be considered normal if the building were occupied. Provide filter media on return air grilles. The intent is to present the duct system in a clean condition at final inspection.
- D. It shall be understood that any warranty on equipment presented to the Owner shall extend from the day of final acceptance by the Owner. The cost of warranting the equipment during operation in the finishing stages of construction shall be borne by the Contractor whose system is utilized.
- E. When the permanent lighting system is used during the finishing stages of construction, lamps shall be replaced and shall be new at the time of final inspection.

The General Contractor shall provide temporary toilet facilities for male and female employees as required. These facilities will be available to other contractors on the job and shall be kept in a neat sanitary condition at all times. Chemical toilets are acceptable.

The General Contractor shall erect a temporary field office, complete with lights, telephone, heat and air conditioning.

## **ARTICLE 17 GUARANTEE**

This Contractor shall guarantee in writing the materials and workmanship for a period of one year from the date of final acceptance by the Owner. This Contractor shall replace and/or repair, without cost to the Owner, any defective part or parts within the guarantee period.

#### **ARTICLE 18 STORAGE OF MATERIALS**

The Contractor shall make provisions for storage of materials on the site. Consult the owner for available space on the site.

#### **ARTICLE 19 DEMOLITION**

The General Contractor shall be responsible for all demolition and capping of all plumbing, HVAC and electrical lines.

#### **ARTICLE 20 GUARANTEES AND OPERATION INSTRUCTION**

All guarantees, warranties, operation instructions, maintenance instructions, etc. shall be delivered to the architect in triplicate, bound in a suitable three ring notebook. Originals with photocopies are acceptable.

#### **ARTICLE 21 PARTIAL UTILIZATION BENEFICIAL OCCUPANCY**

The Owner may desire to occupy all or a portion of the project when the work is substantially complete.

Prior to the final payment, the Owner may request the Contractor(s) in writing, through the Architect if applicable, to permit him to use a specified part of the project that he believes he may use without significant interference with construction of the other parts of the project. If the contractor(s) agree, the Architect will schedule a beneficial occupancy inspection after which the Architect may issue a Certificate of Substantial Completion. The certificate shall include the following documentation:

1. Date of substantial completion.
2. A tentative list of items to be completed or corrected before final payment.
3. Establishing responsibility between Contractor and Owner for maintenance, heat utilities and insurance.
4. Establishing the date for guarantees and warranties under terms of the Contract.
5. Consent of Surety.
6. Endorsement from Insurance Company permitting occupancy.

The Owner shall have the right to exclude the Contractor from any part of the project which the Architect has so certified to be substantially complete, but the Owner will allow the contractor reasonable access to complete or correct work to bring it into compliance with the contract.

Occupancy by the Owner under this Article will in no way relieve the Contractor from his contractual requirement to complete the project within the specified time. The Contractor will not be relieved of

liquidated damages because of beneficial occupancy. The Architect may prorate liquidated damages based on the percentage of project occupied.

#### **ARTICLE 22 CODES AND STANDARDS**

Wherever reference is given to codes, or standard specifications or other data published by regulating agencies including but not limited to national Electrical Codes, North Carolina State Building Codes, Federal Specifications, ASTM Specifications, various Institute Specifications, etc., it shall be understood that such reference is to the latest edition including addenda published prior to the date of the contract documents.

#### **ARTICLE 23 ASBESTOS CONTAINING MATERIALS**

Each Prime Contractor to provide an affidavit certifying that building materials, equipment, or any other component of this project does not contain asbestos.

#### **ARTICLE 24 RECORD DRAWINGS**

The General Contractor shall maintain (1) set of marked up construction drawings and specifications in addition to the working set normally used on the job. These record drawings will be presented to the Architect in good legible and clean condition at the completion of the project for record purposes.

#### **END OF SUPPLEMENTARY GENERAL CONDITIONS**



**FORM OF SINGLE PRIME GENERAL CONTRACTOR PROPOSAL**

Provalus Building Fitup  
City of Whiteville  
24002

Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Proposal as principal of principals is or are named herein and that no other person than herein mentioned has any interest in this Proposal or in the contract to be entered into; that this proposal is made without connection with any other person, company or parties making a bid or proposal; and that it is in all respects fair and in good faith without collusion or fraud. The Bidder further declares that he has examined the site of the Work and the Contract Documents relative thereto and has read all special provisions furnished prior to the opening of bids; that he has satisfied himself relative to the work to be performed.

The bidder proposes and agrees if this Proposal is accepted to contract with the City of Whiteville in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the construction of the Provalus Building Fitup in full accordance with the plans, specifications, and contract documents, to the full and entire satisfaction of the City of Whiteville with a definite understanding that no money will be allowed for extra work except as set forth in the General Conditions and Contract Documents for the sum of:

**SINGLE PRIME CONTRACT:**

**BASE BID**

\_\_\_\_\_ Dollars(\$)

**Subcontractors:** \_\_\_\_\_ **License No.** \_\_\_\_\_ **Dollars(\$)** \_\_\_\_\_

Site: \_\_\_\_\_

Plumbing: \_\_\_\_\_

Mechanical: \_\_\_\_\_

Electrical: \_\_\_\_\_

The Bidder further proposes and agrees hereby to commence work under this contract on a date to be specified in a written order of the Architect and shall fully complete all work within **180** consecutive calendar days from date of commencement established in a Notice to Proceed.

BIDDER further agrees to pay as liquidated damages, the sum of **\$500** for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions.

The undersigned further agrees that in the case of failure on his part to execute the said contract and the bond within ten (10) consecutive calendar days after written notice being given on the award contract, the check, cash or bid bond accompanying this bid shall be paid into the funds of the Owner's account set aside for the project, as liquidated damages for such failure; otherwise the check, cash or bid bond accompanying this proposal shall be returned to the undersigned.

Attach certified check, cash or bid bond to this proposal.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

Name of firm or corporation making bid

\_\_\_\_\_

WITNESS: By: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_  
Proprietorship or Partnership (Owner, Partner, Pres., V. Pres.)

Address: \_\_\_\_\_

\_\_\_\_\_

License No: \_\_\_\_\_

Federal ID No: \_\_\_\_\_

(Corporate Seal)

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_  
(Corp. Sec. or Asst. Sec. Only)

Addenda received and used in computing bid:

Addendum No. 1 \_\_\_\_\_ Addendum No. 3 \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Addendum No. 4 \_\_\_\_\_

**For All Official Notices:**

---

Name and Title

---

Name of Firm/Corporation

---

Street Address, City, State and Zip

---

Telephone and Fax Numbers

## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_,  
 (Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**The total value of minority business contracting will be (\$)** \_\_\_\_\_.



# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

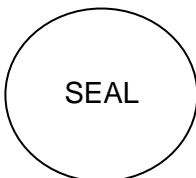
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



# State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_

(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_

\_\_\_\_\_ contract.

(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

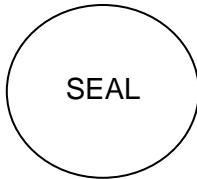
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_





# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

\_\_\_\_\_ (Project Name)  
 Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

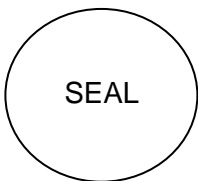
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_



# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Examples of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

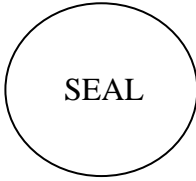
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

## 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.

Signed and sealed this day of ,

\_\_\_\_\_  
(Contractor as Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

*[Faint, illegible text, likely bleed-through from the reverse side of the page]*

Init.

 **AIA**® Document A101™ – 2017

**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)*

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.



**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.)*

Init.

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

[ ] By the following date:

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

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

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

#### ARTICLE 4 CONTRACT SUM

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

#### § 4.2 Alternates

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

Item	Price
------	-------

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

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

## 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 A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

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

### § 5.1.7 Retainage

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

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

**§ 5.1.7.1.1** 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 Resolution

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

*(Check the appropriate box.)*

- [ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- [ ] 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 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)*

§ 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 A101™-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 A101™-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 E203™-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:

- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™-2017, General Conditions of the Contract for Construction

.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.)*

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AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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**.9** Other documents, if any, listed below:

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

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

\_\_\_\_\_  
**OWNER** (Signature)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
(Printed name and title)

Init.

 **AIA**® Document A312™ – 2010

**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 Contract Date)*

Amount: \$  
Modifications to this Bond:  None  See Section 16

<b>CONTRACTOR AS PRINCIPAL</b>	<b>SURETY</b>
Company: <i>(Corporate Seal)</i>	Company: <i>(Corporate Seal)</i>
Signature: _____	Signature: _____
Name and _____	Name and _____
Title: _____	Title: _____

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

<b>AGENT or BROKER:</b>	<b>OWNER'S REPRESENTATIVE:</b>
	<i>(Architect, Engineer or other party:)</i>

**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.



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

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

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

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

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

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

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

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

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

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

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

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

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

Init.

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.

Init.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

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**Payment 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 Contract Date)*

Amount: \$  
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**                      **SURETY**  
Company: *(Corporate Seal)*                      Company: *(Corporate Seal)*

Signature: \_\_\_\_\_                      Signature: \_\_\_\_\_  
Name and    Name and  
Title:    Title:

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**                                      **OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

**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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### § 16 Definitions

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

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

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

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

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

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

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

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ (Corporate Seal)

Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

## Certificate of Substantial Completion

**PROJECT:** *(name and address)*  
0000

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date:

**CERTIFICATE INFORMATION:**  
Certificate Number:  
Date:

**OWNER:** *(name and address)*

**ARCHITECT:** *(name and address)*

**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.

*(Identify the Work, or portion thereof, that is substantially complete.)*

\_\_\_\_\_  
**ARCHITECT** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE OF SUBSTANTIAL COMPLETION**

### WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*

### WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:

*(Identify the list of Work to be completed or corrected.)*

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

\_\_\_\_\_  
**CONTRACTOR** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**OWNER** *(Firm Name)*

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**PRINTED NAME AND TITLE**

\_\_\_\_\_  
**DATE**





## Index of Drawings

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- FA1.1 FIRE ALARM PLAN



**SECTION 01 10 00  
SUMMARY****PART 1 GENERAL****1.01 PROJECT**

- A. Project Name: Whiteville Provalus.
- B. Owner's Name: Provalus.
- C. Architect's Name: Oakley Collier Architects, PA.
- D. The Project consists of the renovation of an existing tenant space. Office building including plumbing, mechanical and electrical systems. The project will also include interior ceiling replacement, select floor replacement, new interior walls, interior doors, and exterior windows.

**1.02 CONTRACT DESCRIPTION**

- A. Contract Type: A single prime contract based on stipulated sum .

**1.03 DESCRIPTION OF ALTERATIONS WORK**

- A. Scope of demolition and removal work is indicated on drawings.
- B. Scope of alterations work is indicated on drawings.
- C. Plumbing: Alter existing system and add new construction, keeping existing in operation.
- D. HVAC: Alter existing system and add new construction, keeping existing in operation.
- E. Electrical Power and Lighting: Alter existing system and add new construction, keeping existing in operation.
- F. Fire Suppression Sprinklers: Alter existing system and add new construction, keeping existing in operation.

**1.04 WORK BY OWNER**

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner before Substantial Completion.
- B. Items noted OSOI (Owner Supplied Owner Installed) will be supplied and installed by the Owner.
- C. Items noted OSCI (Owner Supplied Contractor Installed) will be supplied by the Owner and installed by the Contractor:
- D. Items noted CSCI (Contractor Supplied Contractor Installed) will be supplied and installed by the Contractor.

**1.05 OWNER OCCUPANCY**

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

**1.06 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 to allow:
  - 1. Work by Others.
- C. Provide access to and from site as required by law and by Owner:
  - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
  - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- D. Existing building spaces may not be used for storage.
- E. Utility Outages and Shutdown:

1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
2. Prevent accidental disruption of utility services to other facilities.

**1.07 WORK SEQUENCE**

- A. Coordinate construction schedule and operations with Owner.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES****PART 1 GENERAL****1.01 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 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. 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.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.03 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. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Percentage of Completion.
  - 9. Balance to Finish.
  - 10. Retainage.
- F. Execute certification by signature of authorized officer.
- G. 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.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit electronic copies of each Application for Payment.
- J. Include the following with the application:
  - 1. Transmittal letter as specified for submittals in Section 01 30 00.
  - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
  - 3. Partial release of liens from major subcontractors and vendors.

4. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

#### **1.04 MODIFICATION PROCEDURES**

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. 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.
- D. 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 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.
- F. 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.
  2. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- G. Substantiation of Costs: Provide full information required for evaluation.
  1. Provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
  2. Support each claim for additional costs with additional information:
    - a. Origin and date of claim.
    - b. Dates and times work was performed, and by whom.
    - c. Time records and wage rates paid.
    - d. 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.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. 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.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.



**1.05 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 70 00.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 21 00  
ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Cash allowances.
- B. Contingency allowance.
- C. Payment and modification procedures relating to allowances.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

**1.03 CASH ALLOWANCES**

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts , less applicable taxes .
- B. Architect Responsibilities:
  - 1. Consult with Contractor for consideration and selection of products .
  - 2. Select products in consultation with Owner and transmit decision to Contractor.
- C. Contractor Responsibilities:
  - 1. Assist Architect in selection of products .
  - 2. Obtain proposals from suppliers and installers and offer recommendations.
  - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
  - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
  - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.

**1.04 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.05 ALLOWANCES SCHEDULE**

- A. Allowance No. 1 - Architect's Contingency:
  - 1. Include in the base bid amount an allowance of \$5,000 for Architect's contingency. Contingency items shall be as determined and approved by the Architect and include all materials, labor, profit, and overhead associated with the approved contingency item.
- B. Allowance No. 2 - Hardware:
  - 1. Include the stipulated sum of \$1,000 per NEW door leaf for purchase, delivery and installation of door hardware.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 25 00  
SUBSTITUTION PROCEDURES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**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. 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.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
1. CSI format form is required. Contractor's Substitution Request documentation must include the following:
    - a. Project Information:
      - 1) 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:
      - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
      - 2) Indication of whether the substitution is for cause or convenience.
      - 3) Issue date.
      - 4) 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.
      - 8) Description of how proposed substitution affects other parts of work.
    - 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.
      - 3) 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.
- D. 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. 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.
  - 1. Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- 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 immediately upon 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.
- 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.
  - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

### **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 78 00 - Closeout Submittals, for closeout submittals.

- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

**END OF SECTION**

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**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Progress photographs.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

**1.02 REFERENCE STANDARDS**

- A. AIA G716 - Request for Information; 2004.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 01 70 00 - 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 Interpretation (RFI).
  - 2. 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. Coordination drawings.
  - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 11. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PRECONSTRUCTION MEETING**

- A. Attendance Required:
  - 1. Owner.
  - 2. Architect.
  - 3. Contractor.
- B. Agenda:
  - 1. Execution of Owner-Contractor Agreement.
  - 2. Submission of executed bonds and insurance certificates.
  - 3. Distribution of Contract Documents.
  - 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  - 5. Submission of initial Submittal schedule.

6. Designation of personnel representing the parties to Contract, Owner and Architect.
  7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  8. Scheduling.
  9. Scheduling activities of a Geotechnical Engineer.
- C. Architect will record minutes and distribute copies within two days after meeting to participants, with electronic copies to participants, and those affected by decisions made.

### **3.02 SITE MOBILIZATION MEETING**

- A. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- B. Agenda:
1. Use of premises by Owner and Contractor.
  2. Owner's requirements.
  3. Construction facilities and controls provided by Owner.
  4. Temporary utilities provided by Owner.
  5. Survey and building layout.
  6. Security and housekeeping procedures.
  7. Schedules.
  8. Application for payment procedures.
  9. Procedures for testing.
  10. Procedures for maintaining record documents.
  11. Requirements for start-up of equipment.
  12. Inspection and acceptance of equipment put into service during construction period.
- C. Contractor will record minutes and distribute copies within two days after meeting to participants, with electronic copies to participants, and those affected by decisions made.

### **3.03 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 32 16**

- 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.
1. 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.

### **3.04 PROGRESS PHOTOGRAPHS**

- A. Submit photographs with each application for payment, taken not more than 3 days prior to submission of application for payment.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
1. Completion of site clearing.
  2. 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.
- E. Views:
1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  2. Consult with Architect for instructions on views required.
  3. Provide factual presentation.
  4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
1. Delivery Medium: Via email.
  2. File Naming: Include project identification, date and time of view, and view identification.
  3. PDF File: Assemble all photos into printable pages in PDF format, with 2 to 3 photos per page, each photo labeled with file name; one PDF file per submittal.

### 3.05 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

### 3.06 REQUESTS FOR INTERPRETATION (RFI)

- A. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- B. 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.
    - 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.
    - a. Use AIA G716 - Request for Information .
  3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- C. 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 60 00 - 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.
  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.

- D. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. 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.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. 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.
- G. Review Time: Architect will respond and return RFIs to Contractor within fourteen 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.
- H. 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.

### **3.07 SUBMITTAL SCHEDULE**

- A. Submit to Architect for review a schedule for submittals in tabular format.
1. Submit at the same time as the preliminary schedule specified in Section - 01 32 16 - Construction Progress Schedule.
  2. Format schedule to allow tracking of status of submittals throughout duration of construction.
  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.

### **3.08 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 78 00 - Closeout Submittals.

### **3.09 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.

### **3.10 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 78 00 - Closeout Submittals:
  - 1. 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.

### **3.11 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. 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.

### **3.12 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. Use a separate transmittal for each item.
  - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by Architect.
  - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
  - 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.
    - a. Send submittals in electronic format via email to Architect.
  - 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 7 days.
  - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
8. Provide space for Contractor and Architect review stamps.
  9. When revised for resubmission, identify all changes made since previous submission.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. 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.

### 3.13 SUBMITTAL REVIEW

- A. Submittals for Review: Architect 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.
1. 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. "Approved", or language with same legal meaning.
    - b. "Approved 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. "Approved 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.
    - 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**

**SECTION 01 32 16  
CONSTRUCTION PROGRESS SCHEDULE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Preliminary schedule.
- B. Construction progress schedule, bar chart type.

**1.02 REFERENCE STANDARDS**

- A. AGC (CPSM) - Construction Planning and Scheduling Manual; 2004.
- B. M-H (CPM) - CPM in Construction Management - Project Management with CPM; 2016.

**1.03 SUBMITTALS**

- A. Within 10 days after date of Agreement, submit preliminary schedule.
- 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.
  - 1. 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.
- F. Submit the number of opaque reproductions that Contractor requires, plus two copies that will be retained by Architect.
- G. Submit under transmittal letter form specified in Section 01 30 00 - Administrative Requirements.

**1.04 QUALITY ASSURANCE**

- A. Contractor 's Administrative Personnel: Three years minimum experience in using and monitoring CPM schedules on comparable projects.

**1.05 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.
- B. Diagram Sheet Size: Maximum 22 x 17 inches (560 x 432 mm).
- C. Scale and Spacing: To allow for notations and revisions.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 PRELIMINARY SCHEDULE**

- A. Prepare preliminary schedule in the form of a horizontal bar chart.

**3.02 CONTENT**

- A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.
- B. Identify each item by specification section number.
- C. Identify work of separate stages and other logically grouped activities.
- D. Provide sub-schedules to define critical portions of the entire schedule.
- E. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- F. Provide separate schedule of submittal dates for shop drawings, product data, and samples, owner-furnished products, Products identified under Allowances, and dates reviewed submittals will be

required from Architect. Indicate decision dates for selection of finishes.

- G. Indicate delivery dates for owner-furnished products and products identified under Allowances.
- H. Provide legend for symbols and abbreviations used.

### **3.03 BAR CHARTS**

- A. Include a separate bar for each major portion of Work or operation.
- B. Identify the first work day of each week.

### **3.04 REVIEW AND EVALUATION OF SCHEDULE**

- A. Participate in joint review and evaluation of schedule with Architect at each submittal.
- B. Evaluate project status to determine work behind schedule and work ahead of schedule.
- C. After review, revise as necessary as result of review, and resubmit within 10 days.

### **3.05 UPDATING SCHEDULE**

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity.
- C. Annotate diagrams to graphically depict current status of Work.
- D. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- E. Indicate changes required to maintain Date of Substantial Completion.
- F. Submit reports required to support recommended changes.

### **3.06 DISTRIBUTION OF SCHEDULE**

- A. Distribute copies of updated schedules to Contractor's project site file, to Subcontractors, suppliers, Architect, Architect , and other concerned parties.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

**END OF SECTION**



**SECTION 01 33 00  
SUBMITTAL PROCEDURES****PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. The Contract Documents, Drawings and individual Specification Sections, Contractor's Submission Schedule; apply to this Section.

**1.02 SUMMARY**

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

**1.03 DEFINITIONS**

- A. Action Submittals: Written and graphic information and physical samples that require the Design Professional's responsive action. Action submittals are those submittals indicated in individual specification sections as action submittals.
- B. Informational Submittals: Written and graphic information and physical samples that do not require the Design Professional's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual specification sections as informational submittals.
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.
- D. Required Submittal List Utility application: Interacts with and to be used with the Owner's Contract Manager system. The Design Professional uses the utility to itemize the list of submission items needed to be submitted by the Contractor in order to insure the design intent will be satisfied and inclusive of all Project turnover documents and/or Contract Closeout Requirements.
- E. Contractor's Submission Schedule: The itemized list of project submission requirements printed as a report from Contract Manager. The Contractor enters the date each item needs to be submitted in order to meet the schedule.

**1.04 ACTION SUBMITTALS**

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by the construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.
- B. Format for Submittals: Submit required submittals in electronic (PDF) file format.

**1.05 SUBMITTAL ADMINISTRATIVE REQUIREMENTS**

- A. Design Professional's Digital Data Files: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Design Professional for the Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with the performance of the Work.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Commissioning Authority will review submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the Design Professional review and approval.
  3. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  4. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.

5. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
  - a. Submit Operation and Maintenance Manuals concurrent with action submittal.
  - b. The Owner or Design Professional reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow time for submittal review, including time for re-submittals, as follows. Time for review shall commence on the Design Professional's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including re-submittals.
  1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Design Professional will advise the Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Re-submittal Review: Allow 15 days for review of each re-submittal.
  4. Sequential Review: Where sequential review of submittals by the Design Professional's consultants, the Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
- D. Identification and Information: Place a permanent label or title block on each paper copy submittal item for identification.
  1. Indicate name of firm or entity that prepared each submittal on label or title block.
  2. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by the Design Professional.
  3. Include the following information for processing and recording action taken:
    - a. Project name.
    - b. Date.
    - c. Name of Design Professional.
    - d. Name of Construction Manager (if applicable).
    - e. Name of Contractor.
    - f. Name of subcontractor.
    - g. Name of supplier.
    - h. Name of manufacturer.
    - i. Submittal number including revision identifier.
      - 1) Submittal number shall be the submittal item number and Submittal Package number designated in the Contractor's Submission Schedule.
    - j. Drawing number and detail references, as appropriate.
    - k. Location(s) where product is to be installed, as appropriate.
    - l. Other necessary identification.
- E. Identification and Information: Identify and incorporate information in each electronic submittal file as follows:
  1. Assemble complete submittal package into a single indexed file with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
  3. Provide means for insertion to permanently record the Contractor's review and approval markings and action taken by the Design Professional.
  4. Include the following information on an inserted cover sheet:
    - a. Project name.
    - b. Date.
    - c. Name and address of Design Professional.
    - d. Name of Construction Manager (if applicable).
    - e. Name of Contractor.
    - f. Name of firm or entity that prepared submittal.

- g. Name of subcontractor.
  - h. Name of supplier.
  - i. Name of manufacturer.
  - j. Number and title of appropriate Specification Section.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Other necessary identification.
5. Include the following information as keywords in the electronic file meta data:
- a. Project name.
  - b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- F. Options: Identify options requiring selection by the Design Professional.
- G. Deviations: Identify deviations from the Contract Documents on submittals.
- H. Additional Copies: Unless the Design Professional observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
- I. Transmittal: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. The Design Professional will return submittals, without review, received from sources other than the Contractor.
- 1. Transmittal Form: Use the Contractor's office form.
  - 2. Transmittal Form: Provide locations on form for the following information:
    - a. Project name.
    - b. Date.
    - c. Destination (To:).
    - d. Source (From:).
    - e. Names of subcontractor, manufacturer, and supplier.
    - f. Category and type of submittal.
    - g. Submittal purpose and description.
    - h. Specification Section number and title.
    - i. Indication of full or partial submittal.
    - j. Drawing number and detail references, as appropriate.
    - k. Transmittal numbered consecutively.
    - l. Submittal and transmittal distribution record.
    - m. Remarks.
    - n. Signature of transmitter.
  - 3. On an attached separate sheet, prepared on the Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Design Professional on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same identification information as related submittal.
- J. Re-submittals: Make re-submittals in same form and format.
- 1. Note date and content of previous submittal.
  - 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  - 3. Resubmit submittals until they are marked with approval notation from the Design Professional's action stamp.
- K. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, and installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- L. Use for Construction: Use only final submittals that are marked with approval notation from the Design Professional's action stamp.

**PART 2 PRODUCTS****2.01 SUBMITTAL PROCEDURES**

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as electronic (PDF) files, to the Design Professional. The Owner may request paper copies of certain submittals for on-site coordination.
    - a. The Design Professional will return annotated file. Annotate and retain one copy of file as an electronic Project turnover document file.
    - b. The Commissioning Authority through the Design Professional will return annotated file.
    - c. PDF file shall be named as follows:
      - 1) Section number, space, dash, space, Submittal number, space, Section name.
        - (a) 00 00 00 - 001 Section Name.
          - (1) The submittal number is section specific.
  2. Operation and Maintenance Manual Submittals: Submit concurrent with the Action Submittal, as related in individual Specification Sections.
  3. Closeout Submittals: Comply with requirements specified in Section 01 78 00 - Closeout Submittals.
  4. Permits, Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Permits, Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Submittal Package number and Submittal Item number.
    - b. Manufacturer's catalog cuts.
    - c. Manufacturer's product specifications.
    - d. Standard color charts.
    - e. Statement of compliance with specified referenced standards.
    - f. Testing by recognized testing agency.
    - g. Application of testing agency labels and seals.
    - h. Notation of coordination requirements.
    - i. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data concurrent with Samples.
  6. Submit Product Data in electronic (PDF) file format.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Submittal Package number and Submittal Item number.
    - b. Identification of products.
    - c. Schedules.
    - d. Compliance with specified standards.
    - e. Notation of coordination requirements.

- f. Notation of dimensions established by field measurement.
  - g. Relationship and attachment to adjoining construction clearly indicated.
  - h. Seal and signature of professional engineer if specified.
2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in electronic (PDF) file format.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Submittal Package number and Submittal Item number.
    - b. Generic description of Sample.
    - c. Product name and name of manufacturer.
    - d. Sample source.
    - e. Number and title of applicable Specification Section.
  3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as the Owner's property, are the property of the Contractor.
  4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: For turnover purpose, submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. The Design Professional will return submittal with options selected.
  5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit three sets of Samples. The Design Professional will retain one Sample set; remainder will be returned. Mark up and retain one returned Sample set as a turnover sample.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
      - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- E. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
1. Name, address, and telephone number of entity performing subcontract or supplying products.
  2. Number and title of related Specification Section(s) covered by subcontract.
  3. Drawing number and detail references, as appropriate, covered by subcontract.
  4. Submit subcontract list in PDF electronic file, to the Owner.

- F. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- G. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on American Welding Society (AWS) forms. Include names of firms and personnel certified.
- H. Installer Certificates: Upon the Owner's request, submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- I. Manufacturer Certificates: Upon the Owner's request, submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- J. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- K. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- L. Field Test Reports: Submit reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

### **PART 3 EXECUTION**

#### **3.01 CONTRACTOR'S REVIEW**

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to the Design Professional.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of the Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### **3.02 DESIGN PROFESSIONAL'S ACTION**

- A. General: The Design Professional will not review submittals that do not bear the Contractor's approval stamp and will return them without action.
- B. Action Submittals: The Design Professional will review each submittal, make marks to indicate corrections or modifications required, and return it.
- C. Informational Submittals: The Design Professional will review each submittal and will return it if it does not comply with requirements.
- D. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from the Design Professional.
- E. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- F. Submittals not required by the Contract Documents may not be reviewed and may be discarded.
- G. On projects that have commissioning, the Commissioning Authority will receive copies of the submittals through the Design Professional and will provide comments on the submittals via the Design Professional.

**END OF SECTION**

**SECTION 01 40 00  
QUALITY REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

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

**1.02 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; 2024.
- 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; 2021.
- 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.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit two 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.
    - i. Results of test/inspection.
    - j. Compliance with Contract Documents.
    - k. When requested by Architect, provide interpretation of results.
  - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents, or for Contractor'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.
  2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Contractor.
- F. Erection Drawings: Submit drawings for Architect's benefit as contract administrator or for Contractor.
1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.
  2. Data indicating inappropriate or unacceptable Work may be subject to action by Architect or Contractor.

#### **1.04 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.

#### **1.05 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Contractor shall employ and pay for services of an independent testing agency to perform all specified testing except for Special Inspections.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. 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.
  2. Inspection agency: Comply with requirements of ASTM D3740 and ASTM E329.
  3. Laboratory: Authorized to operate in the State in which the Project is located.
  4. Laboratory Staff: Maintain a full time registered Engineer on staff to review services.
  5. Testing Equipment: Calibrated at reasonable intervals either by NIST or using an NIST established Measurement Assurance Program, under a laboratory measurement quality assurance program.



**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. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- D. 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. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.
  - 6. Perform additional tests and inspections required by Architect/Engineer.
  - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. 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.
  3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. 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 agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-conformance to specified requirements shall be performed by the same agency as original testing.
- 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**

**SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary sanitary facilities.
- B. Temporary Controls: Barriers, enclosures, and fencing.
- C. Waste removal facilities and services.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 51 00 - Temporary Utilities.

**1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.

**1.04 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.

**1.05 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations.

**1.06 FENCING**

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot (1.8 m) high fence around construction site; equip with vehicular and pedestrian gates with locks.

**1.07 EXTERIOR ENCLOSURES**

- A. Provide temporary insulated weather tight closure of exterior openings to accommodate acceptable working conditions and protection for Products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual specification sections, and to prevent entry of unauthorized persons. Provide access doors with self-closing hardware and locks.

**1.08 WASTE REMOVAL**

- A. See Section 01 74 19 - Construction Waste Management and Disposal, for additional requirements.
- B. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- C. Provide containers with lids. Remove trash from site periodically.
- D. 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.

**1.09 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design and construction indicated on drawings.
- B. Erect on site at location established by Architect .
- C. No other signs are allowed without Owner permission except those required by law.

**1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.

Division 01

Provalus Whiteville  
Columbus County , North Carolina

**PART 2 PRODUCTS - NOT USED**  
**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 51 00  
TEMPORARY UTILITIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, heat, ventilation, and water.

**1.02 REFERENCE STANDARDS**

- A. 29 CFR 1926 - Safety and Health Regulations for Construction; Current Edition.

**1.03 TEMPORARY ELECTRICITY**

- A. Cost: By Contractor.
- B. Provide power service required from utility source.
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Provide main service disconnect and over-current protection at convenient location and meter.
- E. Permanent convenience receptacles may be utilized during construction.
- F. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

**1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES**

- A. Provide and maintain LED, compact fluorescent, or high-intensity discharge lighting as suitable for the application for construction operations in accordance with requirements of 29 CFR 1926 and authorities having jurisdiction.
- B. Provide and maintain 1 watt/sq ft (10.8 watt/sq m) lighting to exterior staging and storage areas after dark for security purposes.
- C. Provide and maintain 0.25 watt/sq ft (2.7 watt/sq m) H.I.D. lighting to interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.
- F. Permanent building lighting may be utilized during construction.

**1.05 TEMPORARY HEATING**

- A. Cost of Energy: By Contractor.
- B. Provide heating devices and heat as needed to maintain specified conditions for construction operations.
- C. Maintain minimum ambient temperature of 50 degrees F (10 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.

**1.06 TEMPORARY COOLING**

- A. Cost of Energy: By Contractor.
- B. Provide cooling devices and cooling as needed to maintain specified conditions for construction operations.
- C. Maintain maximum ambient temperature of 80 degrees F (26 degrees C) in areas where construction is in progress, unless indicated otherwise in specifications.

**1.07 TEMPORARY VENTILATION**

- A. Cost: By Contractor.
- B. Utilize appropriate ventilation equipment. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

**1.08 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Contractor.
- B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.
- C. Extend branch piping with outlets located so water is available by hoses with threaded connections.  
Provide temporary pipe insulation to prevent freezing.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

**SECTION 01 60 00  
PRODUCT REQUIREMENTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

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

**1.02 REFERENCE STANDARDS**

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.03 SUBMITTALS**

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
  - 1. Submit within 15 days after date of Notice to Proceed.
  - 2. For products specified only by reference standards, list applicable reference standards.
- B. 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.
- C. 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.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 1. 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 EXISTING PRODUCTS**

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

**2.02 NEW PRODUCTS**

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.

**2.03 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 with a Provision for Substitutions:  
Submit a request for substitution for any manufacturer not named.

#### **2.04 MAINTENANCE MATERIALS**

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

### **PART 3 EXECUTION**

#### **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.

#### **3.02 OWNER-SUPPLIED PRODUCTS**

- A. Owner's Responsibilities:
  - 1. Arrange for and deliver Owner reviewed shop drawings, product data, and samples, to Contractor.
  - 2. Arrange and pay for product delivery to site.
  - 3. On delivery, inspect products jointly with Contractor.
  - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
  - 5. Arrange for manufacturers' warranties, inspections, and service.
- B. Contractor's Responsibilities:
  - 1. Review Owner reviewed shop drawings, product data, and samples.
  - 2. Receive and unload products at site; inspect for completeness or damage jointly with Owner.
  - 3. Handle, store, install and finish products.
  - 4. Repair or replace items damaged after receipt.

#### **3.03 TRANSPORTATION AND HANDLING**

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.
- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

#### **3.04 STORAGE AND PROTECTION**

- A. 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. See Section 01 74 19.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Arrange storage of materials and products to allow for visual inspection for the purpose of determination of quantities, amounts, and unit counts.



- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.
- 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. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- K. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- 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**

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**SECTION 01 70 00  
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.
- I. General requirements for maintenance service.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.03 QUALIFICATIONS**

- A. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,
- B. For field engineering, employ a professional engineer of the discipline required for specific service on Project, licensed in the State in which the Project is located. Employ only individual(s) trained and experienced in establishing and maintaining horizontal and vertical control points necessary for laying out construction work on project of similar size, scope and/or complexity.

**1.04 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. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over

adjacent property.

1. Provide dust-proof barriers between construction areas and areas continuing to be occupied by Owner.
- F. 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.
  2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
  4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- H. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

### **1.05 COORDINATION**

- A. See Section 01 10 00 for occupancy-related requirements.
- B. 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.
- C. Notify affected utility companies and comply with their requirements.
- D. 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.
- E. 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.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. 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**

### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

## **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 seven days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
  - 1. Review conditions of examination, preparation and installation procedures.
  - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Design-Builder, 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. Control datum for survey is that indicated on drawings.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- F. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- G. Utilize recognized engineering survey practices.
- H. 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.
- I. Periodically verify layouts by same means.
- J. Maintain a complete and accurate log of control and survey work as it progresses.

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. In addition to compliance with regulatory requirements, conduct construction operations in compliance with NFPA 241, including applicable recommendations in Appendix A.

- B. 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.
- C. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- D. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- E. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- F. Make neat transitions between different surfaces, maintaining texture and appearance.

### 3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
  - 2. Remove items indicated on drawings.
  - 3. Relocate items indicated on drawings.
  - 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
  - 1. When existing finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.
  - 2. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
  - 3. Where a change of plane of 1/4 inch (6 mm) or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- F. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
  - 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- G. Clean existing systems and equipment.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

**3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Provide openings for penetration of mechanical, electrical, and other services.
  - 4. Match work that has been cut to adjacent work.
  - 5. Repair areas adjacent to cuts to required condition.
  - 6. Repair new work damaged by subsequent work.
  - 7. Remove samples of installed work for testing when requested.
  - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.
  - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

**3.08 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.

**3.09 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. 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.
- G. Prohibit traffic from landscaped areas.
- H. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.10 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.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. See Section 01 79 00 - Demonstration and Training.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 23 05 93 - Testing, Adjusting, and Balancing for HVAC.

### **3.13 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- 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. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, 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.

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Architect.
- B. Substantial Completion.



1. 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.
  2. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
  3. 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.
  4. Submit necessary warranties, bonds, maintenance agreements, final certifications and similar documents as warranted by the project.
  5. Obtain and submit releases enabling Owner use of the space; include necessary permits and similar releases.
  6. Change construction cores to permanent cores and deliver keys to owner.
  7. Complete start-up testing of systems, operating instructions for owner's assigned personnel.
  8. Complete final cleaning and touch-up requirements.
  9. Provide copy of contractor's completed punch list.
    - a. Contractor is responsible for completing his own punch list prior to inspection.
  10. Accompany Architect on preliminary final inspection to determine items to be listed for completion or correction in Contractor's Notice of Substantial Completion.
  11. Architect will proceed with inspection or notify contractor of discrepancies.
    - a. Architect will suspend inspection in the event that the project is found not to be ready for inspection.
  12. Architect will prepare Certificate of Substantial Completion following inspection and correction of any deficiencies.
- C. Final Inspection/Acceptance.
1. Notify Architect when project is complete.
  2. Final inspection will not be scheduled until all contracts are completed unless approved otherwise or allowed by exception in General Conditions.
  3. Notify Architect that punch list items have been corrected and project is ready for a final formal inspection.
  4. Architect will certify in writing that all punch list items have been completed and schedule formal final inspection with the Owner.
  5. The Architect will furnish written notice of the final formal inspection not less than seven (7) days prior to the inspection.
  6. Architect will coordinate Final Formal inspection with all parties.
  7. Upon acceptance of project by the Owner the Architect will provide Certificate of Compliance.
- D. Owner will occupy all of the building as specified in Section 01 10 00.
- 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.

### 3.15 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is

longer.

- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**END OF SECTION**

**SECTION 01 74 19  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL****PART 1 GENERAL****1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- B. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- C. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- D. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- G. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- H. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.

**PART 2 PRODUCTS - NOT USED****PART 3 EXECUTION****3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 01 30 00 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 50 00 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 60 00 for waste prevention requirements related to delivery, storage, and handling.
- D. See Section 01 70 00 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**END OF SECTION**

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**SECTION 01 78 00  
CLOSEOUT SUBMITTALS****PART 1 GENERAL****1.01 SECTION INCLUDES**

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

**1.02 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
  - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 3. 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.
  - 4. 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 Final Acceptance or Beneficial Occupancy, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Final Acceptance or Beneficial Occupancy, 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.

### **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. 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.
- E. 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.
- F. Provide servicing and lubrication schedule, and list of lubricants required.

- G. Include manufacturer's printed operation and maintenance instructions.
- H. Include sequence of operation by controls manufacturer.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide control diagrams by controls manufacturer as installed.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- L. Include test and balancing reports.
- M. 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 (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) 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 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 24 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. Product data, shop drawings, and other submittals.
    - c. Operation and maintenance data.
    - d. Field quality control data.
    - e. Photocopies of warranties and bonds.

### **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 Final Acceptance or Beneficial Occupancy.
- 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 (216 by 279 mm) 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.

**END OF SECTION**



**SECTION 01 79 00  
DEMONSTRATION AND TRAINING****PART 1 GENERAL****1.01 SUMMARY**

- A. Demonstration of products and systems where indicated in specific specification sections.
- B. Training of Owner personnel in operation and maintenance is required for:
  - 1. All software-operated systems.
  - 2. HVAC systems and equipment.
  - 3. Plumbing equipment.
  - 4. Electrical systems and equipment.
  - 5. Landscape irrigation.
  - 6. Items specified in individual product Sections.
- C. Training of Owner personnel in care, cleaning, maintenance, and repair is required for:
  - 1. Roofing, waterproofing, and other weather-exposed or moisture protection products.
  - 2. Finishes, including flooring, wall finishes, ceiling finishes.
  - 3. Fixtures and fittings.
  - 4. Items specified in individual product Sections.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 78 00 - Closeout Submittals: Operation and maintenance manuals.
- B. Other Specification Sections: Additional requirements for demonstration and training.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Training Plan: Owner will designate personnel to be trained; tailor training to needs and skill-level of attendees.
  - 1. Submit to Architect for transmittal to Contractor.
  - 2. Submit not less than four weeks prior to start of training.
  - 3. Revise and resubmit until acceptable.
  - 4. Provide an overall schedule showing all training sessions.
  - 5. Include at least the following for each training session:
    - a. Identification, date, time, and duration.
    - b. Description of products and/or systems to be covered.
    - c. Name of firm and person conducting training; include qualifications.
    - d. Intended audience, such as job description.
    - e. Objectives of training and suggested methods of ensuring adequate training.
    - f. Methods to be used, such as classroom lecture, live demonstrations, hands-on, etc.
    - g. Media to be used, such as slides, hand-outs, etc.
    - h. Training equipment required, such as projector, projection screen, etc., to be provided by Contractor.
- C. Training Manuals: Provide training manual for each attendee; allow for minimum of two attendees per training session.
  - 1. Include applicable portion of O&M manuals.
  - 2. Include copies of all hand-outs, slides, overheads, video presentations, etc., that are not included in O&M manuals.
  - 3. Provide one extra copy of each training manual to be included with operation and maintenance data.
- D. Training Reports:
  - 1. Identification of each training session, date, time, and duration.
  - 2. Sign-in sheet showing names and job titles of attendees.

3. List of attendee questions and written answers given, including copies of and references to supporting documentation required for clarification; include answers to questions that could not be answered in original training session.

#### **1.04 QUALITY ASSURANCE**

- A. Instructor Qualifications: Familiar with design, operation, maintenance and troubleshooting of the relevant products and systems.
  1. Provide as instructors the most qualified trainer of those contractors and/or installers who actually supplied and installed the systems and equipment.
  2. Where a single person is not familiar with all aspects, provide specialists with necessary qualifications.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 DEMONSTRATION - GENERAL**

- A. Demonstrations conducted during system start-up do not qualify as demonstrations for the purposes of this section, unless approved in advance by Owner.
- B. Demonstration may be combined with Owner personnel training if applicable.
- C. Operating Equipment and Systems: Demonstrate operation in all modes, including start-up, shut-down, seasonal changeover, emergency conditions, and troubleshooting, and maintenance procedures, including scheduled and preventive maintenance.
  1. Perform demonstrations not less than two weeks prior to Substantial Completion.
  2. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Non-Operating Products: Demonstrate cleaning, scheduled and preventive maintenance, and repair procedures.
  1. Perform demonstrations not less than two weeks prior to Substantial Completion.

##### **3.02 TRAINING - GENERAL**

- A. Conduct training on-site unless otherwise indicated.
- B. Owner will provide classroom and seating at no cost to Contractor.
- C. Provide training in minimum two hour segments.
- D. Training schedule will be subject to availability of Owner's personnel to be trained; re-schedule training sessions as required by Owner; once schedule has been approved by Owner failure to conduct sessions according to schedule will be cause for Owner to charge Contractor for personnel "show-up" time.
- E. Review of Facility Policy on Operation and Maintenance Data: During training discuss:
  1. The location of the O&M manuals and procedures for use and preservation; backup copies.
  2. Typical contents and organization of all manuals, including explanatory information, system narratives, and product specific information.
  3. Typical uses of the O&M manuals.
- F. Product- and System-Specific Training:
  1. Review the applicable O&M manuals.
  2. For systems, provide an overview of system operation, design parameters and constraints, and operational strategies.
  3. Review instructions for proper operation in all modes, including start-up, shut-down, seasonal changeover and emergency procedures, and for maintenance, including preventative maintenance.
  4. Provide hands-on training on all operational modes possible and preventive maintenance.
  5. Emphasize safe and proper operating requirements; discuss relevant health and safety issues and emergency procedures.
  6. Discuss common troubleshooting problems and solutions.

7. Discuss any peculiarities of equipment installation or operation.
  8. Discuss warranties and guarantees, including procedures necessary to avoid voiding coverage.
  9. Review recommended tools and spare parts inventory suggestions of manufacturers.
  10. Review spare parts and tools required to be furnished by Contractor.
  11. Review spare parts suppliers and sources and procurement procedures.
- G. Be prepared to answer questions raised by training attendees; if unable to answer during training session, provide written response within three days.

**END OF SECTION**

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**SECTION 02 41 00  
DEMOLITION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities and utility structures.

**1.02 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).

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
  - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
  - 2. Demolition firm qualifications.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

**1.04 QUALITY ASSURANCE**

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
  - 1. Minimum of five years of documented experience.

**PART 3 EXECUTION****2.01 DEMOLITION**

- A. Remove portions of existing building as delineated in the plans.
- B. Remove other items indicated, for disposal.

**2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with requirements in Section 01 70 00.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Comply with applicable requirements of NFPA 241.
  - 3. Use of explosives is not permitted.
  - 4. Provide, erect, and maintain temporary barriers and security devices.
  - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
  - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 7. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 8. 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.
- 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. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

### **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 SELECTIVE DEMOLITION FOR ALTERATIONS**

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
  - 1. Verify construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Architect before disturbing existing installation.
  - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- C. Remove existing work as indicated and required to accomplish new work.
  - 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction indicated.
  - 2. Remove items indicated on drawings.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
  - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
  - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
  - 3. Verify that abandoned services serve only abandoned facilities before removal.
  - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
  - 1. Prevent movement of structure. Provide shoring and bracing as required.
  - 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
  - 4. Patch to match new work.

**2.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**

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**SECTION 04 20 00  
UNIT MASONRY****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Concrete block.
- B. Reinforcement and anchorage.
- C. Flashings.
- D. Lintels.
- E. Accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2019.
- D. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2022.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- F. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2023.
- G. ASTM C91/C91M - Standard Specification for Masonry Cement; 2023.
- H. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2023.
- I. ASTM C140/C140M - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units; 2023a.
- J. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2018.
- K. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- L. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2018.
- M. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019a, with Editorial Revision.
- N. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2024.
- O. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- P. ASTM C780 - Standard Test Methods for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2023.
- Q. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2016.
- R. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017 (Reapproved 2023).
- S. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015, with Editorial Revision (2022).
- T. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- U. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2022, with Errata (2024).
- V. UL (FRD) - Fire Resistance Directory; Current Edition.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

**1.04 QUALITY ASSURANCE**

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. Fire Rated Assemblies: Comply with applicable code for UL (FRD) Assembly No. as delineated in the plans.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum five years of documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.

**1.05 DELIVERY, STORAGE, AND HANDLING**

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

**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 by 8 inches (400 by 200 mm) and nominal depths as indicated on drawings for specific locations.
  - 2. Load-Bearing Units: ASTM C90, lightweight.
    - a. Hollow block, as indicated.
    - b. Exposed Faces: Manufacturer's standard color and texture.
  - 3. Nonloadbearing Units: ASTM C129.
    - a. Hollow block, as indicated.
    - b. Lightweight.

**2.02 MORTAR AND GROUT MATERIALS**

- A. Mortar and Grout: As specified in Section 04 05 11.

**2.03 REINFORCEMENT AND ANCHORAGE**

- A. Manufacturers:
  - 1. Heckmann Building Products, Inc.: [www.heckmannbuildingprods.com](http://www.heckmannbuildingprods.com).
  - 2. Blok-Lok Limited: [www.blok-lok.com/#sle](http://www.blok-lok.com/#sle).
  - 3. Hohmann & Barnard, Inc: [www.h-b.com/sle](http://www.h-b.com/sle).
  - 4. WIRE-BOND [www.wirebond.com/#sle](http://www.wirebond.com/#sle).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi) (280 MPa), deformed billet bars; galvanized.
- 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.
  - 1. Type: Ladder.
  - 2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M Class 3.
  - 3. Size: 0.1483 inch (3.8 mm) side rods with 0.1483 inch (3.8 mm) cross rods; width as required to provide not less than 5/8 inch (16 mm) of mortar coverage on each exposure.
- E. Adjustable Multiple Wythe Joint Reinforcement: ASTM A951/A951M.
  - 1. Type: Ladder, with adjustable ties spaced at 16 in (406 mm) on center.
  - 2. Material: ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/A153M Class B.
  - 3. Size: 0.1483 inch (3.8 mm) side rods with 0.1483 inch (3.8 mm) cross rods and adjustable components of 0.1875 inch (4.8 mm) wire, width of components as required to provide not less than 5/8 inch (16 mm) of mortar coverage from each masonry face.

4. Vertical adjustment: Not more than 1 1/4 inches (32 mm).
- F. Two-Piece Wall Ties: Formed steel wire, 0.1875 inch (4.8 mm) thick, adjustable, eye and pintle type, hot dip galvanized to ASTM A 153/A 153M, Class B, sized to provide not less than 5/8 inch (16 mm) of mortar coverage from masonry face and to allow vertical adjustment of up to 1-1/4 in (32 mm).
- G. Provide anchoring system that complies with ACI 530.1/ASCE 6/TMS 602.
  1. Anchors to Metal Studs: Barrel and screw system.
    - a. Shaft length: Sized to meet project conditions.
    - b. Screw length: Sized to meet project conditions.
  2. Ties: Provide minimum 2 inches (50mm) embedment in mortar.
    - a. Wire: 3/16 inch diameter by length required for project conditions.
    - b. Material: Hot-dipped galvanized.

## 2.04 FLASHINGS

- A. EPDM Flashing: ASTM D4637/D4637M, Type I, 0.040 inch (1.0 mm) thick.

## 2.05 ACCESSORIES

- A. Backer Rod: Closed cell polyethylene; oversized 50 percent to joint width; self expanding; maximum lengths available.
- B. Joint Filler: Closed cell expanded rubber; oversized 50 percent to joint width; self expanding; maximum lengths available.
  1. Performance Characteristics:
    - a. Density: 3.5 - 5.0 p.c.f. per ASTM D 1667.
    - b. Compression deflection 25%: 1.5 - 3.0 psi per ASTM D 1056.
    - c. Tensile strength: 40 psi per ASTM D 412.
    - d. Elongation: 100% per ASTM D 412.
    - e. Water absorption: 5% maximum per ASTM D 1056.
- C. Cavity Mortar Control: Semi-rigid polyethylene or polyester mesh panels, sized to thickness of wall cavity, and designed to prevent mortar droppings from clogging weeps and cavity vents and allow proper cavity drainage.
- D. Weeps:
  1. Type: Molded PVC grilles, insect resistant and polyethylene tubing.
  2. Color(s): As selected by Architect from manufacturer's full range.
  3. 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 COLD AND HOT WEATHER REQUIREMENTS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F (5 degrees C) prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F (32 degrees C) prior to, during, and 48 hours after completion of masonry work.

**3.04 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: One unit and one mortar joint to equal 8 inches (200 mm).
  - 3. Mortar Joints: Concave.

**3.05 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 and mortar smears as work progresses.
- D. Interlock intersections and external corners.
- 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. Cut mortar joints flush where wall tile is scheduled or resilient base is scheduled.
- H. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.

**3.06 WEEPS/CAVITY VENTS**

- A. Install weeps in veneer and cavity walls at 24 inches (600 mm) on center horizontally on top of through-wall flashing above shelf angles and lintels and at bottom of walls.

**3.07 CAVITY MORTAR CONTROL**

- A. Do not permit mortar to drop or accumulate into cavity air space or to plug weep/cavity vents.
- B. For cavity walls, build inner wythe ahead of outer wythe to accommodate accessories.
- C. Install cavity mortar diverter at base of cavity and at other flashing locations as recommended by manufacturer to prevent mortar droppings from blocking weep/cavity vents.

**3.08 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY**

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches (400 mm) on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches (400 mm) each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Embed longitudinal wires of joint reinforcement in mortar joint with at least 5/8 inch (16 mm) mortar cover on each side.
- E. Lap joint reinforcement ends minimum 6 inches (150 mm).

**3.09 LINTELS**

- A. Install loose steel lintels over openings.
- B. Maintain minimum 4 inch (101 mm) bearing on each side of opening.

**3.10 GROUTED COMPONENTS**

- A. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch (13 mm) of dimensioned position.
- B. Place and consolidate grout fill without displacing reinforcing.

- C. At bearing locations, fill masonry cores with grout for a minimum 12 inches (300 mm) either side of opening.

### 3.11 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames and glazed 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 (300 mm) from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

### 3.12 TOLERANCES

- A. Maximum Variation from Alignment of Columns: 1/4 inch (6 mm).
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch (1.6 mm).
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft (6 mm/3 m) and 1/2 inch in 20 ft (13 mm/6 m) or more.
- D. Maximum Variation from Plumb: 1/4 inch (6 mm) per story non-cumulative; 1/2 inch (13 mm) in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft (3 mm/m) and 1/4 inch in 10 ft (6 mm/3 m); 1/2 inch in 30 ft (13 mm/9 m).
- F. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch (minus 6.4 mm, plus 9.5 mm).
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch (6 mm).

### 3.13 CUTTING AND FITTING

- A. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

### 3.14 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Concrete Masonry Unit Tests: Test each variety of concrete unit masonry in accordance with ASTM C140/C140M for compliance with requirements of this specification.
- C. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

### 3.15 CLEANING

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

### 3.16 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

**END OF SECTION**

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**SECTION 06 10 00  
ROUGH CARPENTRY****PART 1 GENERAL****4.01 SECTION INCLUDES**

- A. Preservative treated wood materials.
- B. Communications and electrical room mounting boards.
- C. Concealed wood blocking, nailers, and supports.
- D. Miscellaneous wood nailers, furring, and grounds.

**4.02 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 C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- E. AWPA U1 - Use Category System: User Specification for Treated Wood; 2024.
- F. PS 1 - Structural Plywood; 2023.
- G. PS 20 - American Softwood Lumber Standard; 2021.
- H. SPIB (GR) - Standard Grading Rules; 2021.

**4.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on wood preservative materials and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.
- D. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

**4.04 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****5.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. Species: Southern Pine, 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.
  - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at [www.alsc.org](http://www.alsc.org), and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
  - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Lumber fabricated from old growth timber is not permitted.

**5.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.

- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

### 5.03 CONSTRUCTION PANELS

- A. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch (19 mm) thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.

### 5.04 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.

### 5.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
  - 1. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Preservative Treatment:
  - 1. Preservative Pressure Treatment of Lumber Above Grade: AWWA 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 in contact with masonry or concrete.
  - 2. Preservative Pressure Treatment of Plywood Above Grade: AWWA U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
    - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.

## PART 3 EXECUTION

### 6.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

### 6.02 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.

### 6.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- C. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- D. Specifically, provide blocking and framing for the proper installation of the following:
  - 1. Cabinets and shelf supports.
  - 2. Wall brackets.
  - 3. Handrails.



4. Grab bars.
  5. Towel and bath accessories.
  6. Wall-mounted door stops.
  7. Televisions.
- E. Provide wood ground along base of wall at floor, 1 1/2 inches tall by thickness of wallboard, continuous behind all rubber base.
1. Finish face of ground shall be flush with finish face of wallboard.
  2. Set wallboard tight to top of ground.

#### **6.04 INSTALLATION OF CONSTRUCTION PANELS**

- A. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches (610 mm) on center on all edges and into studs in field of board.
1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
  2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
  3. Install adjacent boards without gaps.
  4. Size and Location: As indicated on drawings.

#### **6.05 TOLERANCES**

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

#### **6.06 CLEANING**

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
1. Comply with applicable regulations.
  2. Do not burn scrap on project site.
  3. Do not burn scraps that have been pressure treated.
- 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**

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**SECTION 06 41 16**  
**ARCHITECTURAL PLASTIC LAMINATE CASEWORK****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Specially fabricated plastic laminate cabinet units.
- B. Countertops.
- C. Cabinet hardware.
- D. Preparation for installing utilities.

**1.02 REFERENCE STANDARDS**

- A. ANSI A135.4 - American National Standard for Basic Hardboard; 2004.
- B. ANSI A208.1 - American National Standard for Particleboard; 2009.
- C. ANSI A208.2 - American National Standard for Medium Density Fiberboard for Interior Use; 2009.
- D. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- E. BHMA A156.9 - American National Standard for Cabinet Hardware; Builders Hardware Manufacturers Association; 2010 (ANSI/BHMA A156.9).
- F. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood; Hardwood Plywood & Veneer Association; 2009 (ANSI/HPVA HP-1).
- G. NEMA LD 3 - High-Pressure Decorative Laminates; National Electrical Manufacturers Association; 2005.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting not less than one week before starting work of this section; require attendance by all affected installers.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate materials, component profiles, fastening methods, jointing details, and accessories.
  - 1. Minimum Scale of Detail Drawings: 1-1/2 inch to 1 foot (1:8).
- C. Shop Drawings: Indicate materials, component profiles and elevations, assembly methods, joint details, fastening methods, accessory listings, hardware location and schedule of finishes.
- D. Product Data: Provide data for hardware accessories.
- E. Samples: Submit actual samples of architectural cabinet construction, minimum 12 inches (300 mm) square, illustrating proposed cabinet, countertop, and shelf unit substrate and finish.
- F. Samples: Submit actual sample items of proposed pulls, hinges, shelf standards, and locksets, demonstrating hardware design, quality, and finish.

**1.05 QUALITY ASSURANCE**

- A. Fabricator Qualifications: Company specializing in fabricating the products specified in this section with minimum five years of documented experience.
  - 1. Company with at least one project in the past 5 years with value of woodwork within 20 percent of cost of woodwork for this Project.
- B. Perform work in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Custom quality, unless other quality is indicated for specific items.
- C. Perform cabinet construction in accordance with AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, Custom quality, unless other quality is indicated for specific items.

- D. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

### 1.06 MOCK-UP

- A. Provide mock-up of typical base cabinet, wall cabinet, and countertop, including hardware and finishes.
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

### 1.07 DELIVERY, STORAGE, AND HANDLING

- A. Protect units from moisture damage.
- B. Deliver materials only when the project is ready for installation and the general contractor has provided a clean storage area.
1. Delivery shall be made only when the area of installation is enclosed, dry, broom clean and ready for installation of cabinetry.

### 1.08 FIELD CONDITIONS

- A. During and after installation of custom cabinets, maintain temperature and humidity conditions in building spaces at same levels planned for occupancy.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Single Source Responsibility: Provide and install this work from single fabricator.

### 2.02 CABINETS

- A. Quality Grade: Unless otherwise indicated provide products of quality specified by AWI//AWMAC/WI Architectural Woodwork Standards for Custom Grade.
- B. Cabinets :
1. Finish - Exposed Exterior Surfaces: Decorative laminate.
  2. Finish - Exposed Interior Surfaces: Decorative laminate.
  3. Finish - Semi-Exposed Interior Surfaces: Decorative Laminate.
  4. Finish - Concealed Surfaces: Manufacturer's option.
  5. Door and Drawer Front Edge Profiles: Decorative Laminate.
  6. Casework Construction Type: Type A - Frameless.
  7. Grained Face Layout for Cabinet and Door Fronts: Flush panel.
    - a. Custom Grade: Doors, drawer fronts and false fronts wood grain to run and match vertically within each cabinet unit.
  8. Adjustable Shelf Loading: 50 lbs. per sq. ft..
    - a. Deflection: L/144.
  9. Cabinet Style: Flush overlay.
  10. Cabinet Doors and Drawer Fronts: Flush style.
  11. Drawer Side Construction: Manufacturer's option per AWI grade specified.
  12. Drawer Construction Technique: Manufacturer's option per AWI grade specified.
- C. Casework Dimensions: Standard dimensions as indicated in AWI/AWMAC Architectural Woodwork Quality Standards Illustrated unless noted otherwise on plans.

### 2.03 WOOD-BASED COMPONENTS

- A. Wood fabricated from old growth timber is not permitted.

### 2.04 PANEL MATERIALS

- A. Particleboard: ANSI A208.1; medium density industrial type as specified in AWI/AWMAC Architectural Woodwork Quality Standards Illustrated, composed of wood chips bonded with interior grade adhesive under heat and pressure; sanded faces; thickness as indicated; use for components indicated on drawings.

- B. Medium Density Fiberboard (MDF): ANSI A208.2; type as specified in AWI/AWMAC Architectural Woodwork Quality Standards Illustrated; composed of wood fibers pressure bonded with moisture resistant adhesive to suit application; sanded faces; thickness as indicated.
  - 1. Use as backing for plastic laminate unless otherwise indicated.

## 2.05 LAMINATE MATERIALS

- A. Manufacturers:
  - 1. Formica Corporation: [www.formica.com](http://www.formica.com).
  - 2. Panolam Industries International, Inc\Nevamar: [www.nevamar.com](http://www.nevamar.com).
  - 3. Wilsonart International, Inc: [www.wilsonart.com](http://www.wilsonart.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications and as follows:
  - 1. Horizontal Surfaces: HGS, 0.048 inch (1.22 mm) nominal thickness, color as selected, finish as selected.
  - 2. Vertical Surfaces: VGS, 0.028 inch (0.71 mm) nominal thickness, color as selected, finish as selected.
  - 3. Cabinet Liner: CLS, 0.020 inch (0.51 mm) nominal thickness, color as selected, finish as selected.

## 2.06 ACCESSORIES

- A. Adhesive: Type recommended by fabricator to suit application.
- B. Fasteners: Size and type to suit application.
- C. Bolts, Nuts, Washers, Lags, Pins, and Screws: Of size and type to suit application; galvanized or chrome-plated finish in concealed locations and stainless steel or chrome-plated finish in exposed locations.
- D. Concealed Joint Fasteners: Threaded steel.
- E. Grommets: Standard plastic grommets for cut-outs, in color to match adjacent surface.

## 2.07 HARDWARE

- A. Hardware: BHMA A156.9, types as indicated for quality grade specified.
- B. Adjustable Shelf Supports: Standard side-mounted system using multiple holes for pin supports and coordinated self rests, satin chrome finish, for nominal 1 inch (25 mm) spacing adjustments.
  - 1. Locations: Typical all shelf locations unless noted otherwise.
- C. Adjustable Locking Shelf Supports: Standard side-mounted system using multiple holes for pin supports and coordinated locking shelf rests, plastic, for nominal 1 inch (25 mm) spacing adjustments.
  - 1. Color: As selected by Architect from manufacturer's full range.
  - 2. Locations: Typical at all locations indicated.
- D. Drawer and Door Pulls: Bow shaped wire pull, aluminum, 4 3/8 inch overall.
  - 1. Finish: As selected by Architect from manufacturer's full range.
- E. Catches: Magnetic.
- F. Drawer Slides:
  - 1. Type: Full extension ball bearing.
  - 2. Static Load Capacity: As indicated below.
    - a. Standard Drawer Pound Class: 100.
    - b. File Drawer Pound Class: 150.
  - 3. Mounting: Side mounted.
  - 4. Stops: Integral type.
  - 5. Products:
    - a. Accuride International, Inc: [www accuride.com](http://www accuride.com).

- b. Grass America Inc: [www.grassusa.com](http://www.grassusa.com).
  - c. Knappe & Vogt Manufacturing Company: [www.knappeandvogt.com](http://www.knappeandvogt.com).
  - d. Substitutions: See Section 01 60 00 - Product Requirements.
- G. Hinges: European style concealed self-closing type, steel with satin finish.
- 1. Products:
    - a. Grass America Inc: [www.grassusa.com](http://www.grassusa.com).
    - b. Hardware Resources: [www.hardwareresources.com](http://www.hardwareresources.com).
    - c. Julius Blum, Inc: [www.blum.com](http://www.blum.com).
    - d. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.08 FABRICATION

- A. Cabinet Style: Flush overlay.
- B. Cabinet Doors and Drawer Fronts: Flush style.
- C. Drawer Construction Technique: Any allowed by AWI grade specified .
- D. Assembly: Shop assemble cabinets for delivery to site in units easily handled and to permit passage through building openings.
- E. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- F. Fitting: When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide matching trim for scribing and site cutting.
- G. Plastic Laminate: Apply plastic laminate finish in full uninterrupted sheets consistent with manufactured sizes. Fit corners and joints hairline; secure with concealed fasteners. Slightly bevel arises. Locate counter butt joints minimum 2 feet from sink cut-outs. (Locate counter butt joints minimum 600 mm from sink cut-outs.)
- H. Provide cutouts for plumbing fixtures, inserts, outlet boxes, and fixtures and fittings. Verify locations of cutouts from on-site dimensions. Seal cut edges.
- I. Shop prepare and identify components of assemblies for matching during site assembly.
- J. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify adequacy of backing and support framing.
- B. Verify location and sizes of utility rough-in associated with work of this section.

### 3.02 INSTALLATION

- A. Use fixture attachments in concealed locations for wall mounted components.
- B. Use concealed joint fasteners to align and secure adjoining cabinet units and countertops.
- C. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (1 mm). Do not use additional overlay trim for this purpose.
- D. Secure cabinets and counter bases to floor using appropriate angles and anchorages.
- E. Countersink anchorage devices at exposed locations. Conceal with solid wood plugs of species to match surrounding wood; finish flush with surrounding surfaces.
- F. Install work in accordance with Premium grade, Section 1700, QSI.

### 3.03 ADJUSTING

- A. Adjust installed work.
- B. Adjust moving or operating parts to function smoothly and correctly.

**3.04 CLEANING**

- A. Clean casework, counters, shelves, hardware, fittings, and fixtures.

**END OF SECTION**

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**SECTION 06 65 10  
SOLID SURFACE FABRICATIONS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Countertops in rooms as indicated on plans.
- B. Back splashes and side splashes at all solid surface countertop locations.

**1.02 REFERENCE STANDARDS**

- A. ASTM E 84-10b - Standard Test Method for Surface Burning Characteristics of Building Materials.
- B. ASTM D 256-10 - Standard Test Methods for Determining the Izod Pendulum Impact Resistance of Plastics.
- C. ASTM D 638-10 - Standard Test Method for Tensile Properties of Plastics.
- D. ASTM D 696-08 - Standard Test Method for Coefficient of Linear Thermal Expansion of Plastics Between -30°C and 30°C With a Vitreous Silica Dilatometer.
- E. ASTM D 2583-07 - Standard Test Method for Indentation Hardness of Rigid Plastics by Means of a Barcol Impressor.
- F. ASTM D 790-10 - Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
- G. ASTM D 648-07 - Standard Test Method for Deflection Temperature of Plastics Under Flexural Load in the Edgewise Position.
- H. ASTM D 792-08 - Standard Test Methods for Density and Specific Gravity (Relative Density) of Plastics by Displacement.
- I. ASTM D 2565-99(2008) - Standard Practice for Xenon-Arc Exposure of Plastics Intended for Outdoor Applications.
- J. ASTM G 21-09 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi.
- K. ANSI Z 124.3-2005 - American National Standard for Plastic Lavatories.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each type of product indicated.
- C. Shop Drawings: Show location of each item, dimensioned plans and elevations, large scale details, attachment devices and other components.
  - 1. Includes full size details, edge details, thermoforming requirements, attachments, etc.
  - 2. Show locations and sizes of furring, blocking, including concealed blocking and reinforcing specified in other sections.
  - 3. Show locations and sizes of cutouts and holes for all items installed in solid surface.
- D. Samples: Submit minimum 6 inch by 6 inch sample in specified color and gloss.
  - 1. Cut sample and seam together for representation of inconspicuous seam.
  - 2. Indicate full range of color and pattern variation.
- E. Product Data: Indicate product description, fabrication information and compliance with specified performance requirements.
- F. Maintenance Data: Submit manufacturer's care and maintenance data, including repair and cleaning instructions.
- G. Installer's Qualification Statement.
- H. Manufacturer's Qualification Statement.
- I. Evaluation Service Reports: Show compliance with specified requirements.

- J. See Section 01 70 00 - Execution and Closeout Requirements.

#### **1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
- B. Fabricator Qualifications: Shop that employs skilled workers who custom fabricate products similar to those required for this project, with not less than three years of documented experience.
- C. Installer Qualifications: Company specializing in performing the work of this section with minimum three years of documented experience.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Do not deliver components to site until areas are ready for installation.
- B. Store components indoors per manufacturer's instructions prior to installation.
- C. Handle materials so as to prevent damage. Provide protective coverings to prevent damage or staining following installation for the duration of the project.

#### **1.06 FIELD CONDITIONS**

- A. During and after installation maintain temperature and humidity conditions in building spaces at the same levels planned for occupancy.
1. Maintain relative humidity planned for the building and an ambient temperature between 65 and 75 degrees fahrenheit for a minimum of 48 hours prior to installation.

#### **1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Final Acceptance.
- C. Provide ten year manufacturer warranty from Date of Final Acceptance.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Corian: [www.dupont.com](http://www.dupont.com).
1. Basis of Design or approved substitution.
- B. LG Hausys America: [www.lghausys.com](http://www.lghausys.com).
- C. Wilsonart: [www.wilsonart.com](http://www.wilsonart.com)
- D. Hudson: [www.hudsonsolidsurfaces.com](http://www.hudsonsolidsurfaces.com)
- E. Staron: [www.staron.com](http://www.staron.com)
- F. Substitutions: See Section 01 60 00-Product Requirements.

#### **2.02 MATERIALS**

- A. Solid surface components
1. Cast, nonporous, filled polymer, not coated, laminated or of composite construction with through body colors meeting ANSI Z124.3 or ANSI Z124.6, having minimum physical and performance properties specified.
2. Superficial damage to a depth of 0.010 inch (.25 mm) shall be repairable by sanding and/or polishing.
- B. Thickness: 1/2 inch
- C. Edge treatment: See plans for specific locations where more than one edge treatment is specified.
1. Double Eased - 1/8 inch top edge and 1/8 inch bottom edge.
- D. Backsplash: Applied.
- E. Color: As selected by Architect from manufacturer's price group 1 through 6.
1. Allow for four colors as selected by Architect from manufacturer's full range for solid surface.

**2.03 ACCESSORIES**

- A. Joint adhesive: Manufacturer's standard one-or two-part adhesive kit to create inconspicuous, nonporous joints.
- B. Sealant: Manufacturer's standard mildew-resistant, FDA-compliant, NSF 51-compliant (food zone - any type), UL-listed silicone sealant in colors matching components.

**2.04 FABRICATION**

- A. Shop assembly
  - 1. Fabricate components in shop to greatest extent practical to sizes and shapes indicated, in accordance with approved shop drawings and manufacturer's printed instructions and technical bulletins.
  - 2. Form joints between components using manufacturer's standard joint adhesive without conspicuous joints and without voids.
    - a. Reinforce with strip of solid polymer material, 2" wide.
  - 3. Provide factory cutouts for plumbing fittings and bath accessories as indicated in the plans and on the shop drawings.
  - 4. Rout and finish component edges with clean, sharp returns.
    - a. Rout cutouts, radii and contours to template.
    - b. Smooth edges.
    - c. Repair or reject defective and inaccurate work.
- B. Finish: Surfaces shall have a uniform finish.
  - 1. Matte: Standard finish for high traffic areas.
  - 2. Satin: Standard finish for darker patterns.
  - 3. Semi-gloss: Higher sheen with greater reflectance for lower traffic areas.
  - 4. Gloss: Maximum sheen and reflectance for light traffic areas or vertical applications.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Examine substrates and conditions, with fabricator present for compliance with requirements for installation tolerances and other conditions affecting performance of work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

**3.02 INSTALLATION**

- A. Install components plumb, level and rigid, scribed to adjacent finishes, in accordance with approved shop drawings and product data.
  - 1. Provide product in the largest pieces available.
  - 2. Form field joints using manufacturer's recommended adhesive, with joints inconspicuous in finished work.
    - a. Exposed joints/seams shall not be allowed.
  - 3. Reinforce field joints with solid surface strips extending a minimum of 1 inch on either side of the seam with the strip being the same thickness as the top.
  - 4. Cut and finish component edges with clean, sharp returns.
  - 5. Anchor securely to base cabinets or other supports.
  - 6. Carefully dress joints smooth, remove surface scratches and clean entire surface.
  - 7. Install countertops with no more than 1/8-inch (3 mm) sag, bow or other variation from a straight line.
- B. Backsplashes and sidesplashes:
  - 1. Install using manufacturer's standard color-matched silicone sealant.
    - a. Install in accordance with manufacturer's instructions.

**3.03 REPAIR**

- A. Repair or replace damaged work which cannot be repaired to Architect's satisfaction.

**3.04 CLEANING & PROTECTION**

- A. Keep components clean during installation.
- B. Remove adhesives, sealants and other stains.
- C. Protect surfaces from damage until Date of Final Acceptance. Repair or replace damaged components that cannot be repaired to the architect's satisfaction.

**3.05 PROTECTION**

- A. Protect installed materials from subsequent construction operations.

**END OF SECTION**

**SECTION 07 92 00  
JOINT SEALANTS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

**1.02 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 C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2022.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- F. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2022.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - 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. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
  - 4. Substrates the product should not be used on.
  - 5. Substrates for which use of primer is required.
  - 6. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
  - 7. Sample product warranty.
  - 8. Certification by manufacturer indicating that product complies with specification requirements.
- 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. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.

**1.04 QUALITY ASSURANCE**

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

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Nonsag Sealants:
  - 1. Adhesives Technology Corporation: [www.atcepoxy.com/#sle](http://www.atcepoxy.com/#sle).

2. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  3. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  4. Henry Company: [www.henry.com/#sle](http://www.henry.com/#sle).
  5. Hilti, Inc: [www.us.hilti.com/#sle](http://www.us.hilti.com/#sle).
  6. Momentive Performance Materials, Inc (formerly GE Silicones): [www.momentive.com/#sle](http://www.momentive.com/#sle).
  7. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  8. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
  9. Specified Technologies Inc: [www.stifirestop.com/#sle](http://www.stifirestop.com/#sle).
  10. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
  11. W.R. Meadows, Inc: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
  12. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Self-Leveling Sealants:
1. Adhesives Technology Corporation: [www.atcepoxy.com/#sle](http://www.atcepoxy.com/#sle).
  2. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  3. Dow: [www.dow.com/#sle](http://www.dow.com/#sle).
  4. Pecora Corporation: [www.pecora.com/#sle](http://www.pecora.com/#sle).
  5. Sika Corporation: [www.usa.sika.com/#sle](http://www.usa.sika.com/#sle).
  6. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com/#sle](http://www.tremcosealants.com/#sle).
  7. W.R. Meadows, Inc: [www.wrmeadows.com/#sle](http://www.wrmeadows.com/#sle).
  8. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
1. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
    - a. Joints between door, window, and other frames and adjacent construction.
    - b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
      - 1) Exception: Such gaps and openings in gypsum board finished stud walls and suspended ceilings.
      - 2) Exception: Through-penetrations in sound-rated assemblies that are also fire-rated.
    - c. Other joints indicated below.
  2. Do Not Seal:
    - a. Intentional weep holes in masonry.
    - b. Joints indicated to be covered with expansion joint cover assemblies.
    - c. Joints where sealant is specified to be furnished and installed by manufacturer of product to be sealed.
    - d. Joints where sealant installation is specified in other sections.
    - e. Joints between suspended ceilings and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Wet Areas: Bathrooms and restrooms; fixtures in wet areas include plumbing fixtures, countertops, cabinets, and other similar items.
- D. Sound-Rated Assemblies: Walls and ceilings identified as STC-rated, sound-rated, or acoustical.

## 2.03 JOINT SEALANTS - GENERAL

- A. Colors: As selected by Architect from manufacturer's full range.

## 2.04 NONSAG JOINT SEALANTS

- A. Non-Staining 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.

2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
  3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
  4. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
  5. Color: To be selected by Architect from manufacturer's full range.
- 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: White.
- C. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
  3. Color: To be selected by Architect from manufacturer's full range.
- D. Non-Sag "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. Color: To be selected by Architect from manufacturer's full range.
- E. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
1. Color: To be selected by Architect from manufacturer's full range.
  2. Grade: ASTM C834; Grade - NF.

## **2.05 SELF-LEVELING JOINT SEALANTS**

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
1. Movement Capability: Plus and minus 25 percent, minimum.
  2. Color: Gray.

## **2.06 ACCESSORIES**

- A. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- B. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. 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.

### **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. Install acoustical sealant application work in accordance with ASTM C919.
- 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**



**SECTION 08 11 13  
HOLLOW METAL DOORS AND FRAMES****PART 1 GENERAL****4.01 SECTION INCLUDES**

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

**4.02 REFERENCE STANDARDS**

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.3 - Test Procedure and Acceptance Criteria for Factory Applied Finish Coatings for Steel Doors and Frames; 2019.
- C. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2024.
- 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 A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- I. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- J. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- K. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- L. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- M. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- N. NAAMM HMMA 840 - Guide Specifications for Receipt, Storage and Installation of Hollow Metal Doors and Frames; 2024.
- O. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- P. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2022.
- Q. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames; 2023.
- R. UL 1784 - Standard for Air Leakage Tests of Door Assemblies; Current Edition, Including All Revisions.

**4.03 SUBMITTALS**

- A. See Section 01 30 00 - 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. Samples: Submit two samples of metal, 2 by 2 inches (51 by 51 mm) in size, showing factory finishes, colors, and surface texture.

- E. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- F. Manufacturer's Certificate: Certification that products meet or exceed specified requirements.
- G. Manufacturer's Qualification Statement.

#### **4.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- 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.

#### **4.05 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.
- C. Doors and frames must be properly marked with door opening mark number to correspond with the schedule.
- D. Deliver all steel doors with corrugated edge protection and palletized to provide protection during transit and job storage.
- E. Inspect doors and frames upon delivery for damage. Minor damage is to be repaired, provided the repair is equal to new work and acceptable to the architect.
- F. Store doors and frames at the job site under cover. Place units on wood sills on the floor in a manner that will prevent rust and damage. Avoid the use of non-vented plastic or canvas shelters, which could create a humidity chamber. If the wrapper on the door becomes wet, remove the carton immediately. Provide a 1/4 inch space between stacked doors to promote air circulation.

### **PART 2 PRODUCTS**

#### **5.01 MANUFACTURERS**

- A. Hollow Metal Doors and Frames:
  - 1. Ceco Door, an Assa Abloy Group company: [www.assaabloydss.com](http://www.assaabloydss.com).
  - 2. Fleming Door Products, an Assa Abloy Group company: [www.assaabloydss.com/#sle](http://www.assaabloydss.com/#sle).
  - 3. Mesker, dormakaba Group: [www.meskeropeningsgroup.com/#sle](http://www.meskeropeningsgroup.com/#sle).
  - 4. Republic Doors, an Allegion brand: [www.republicdoor.com/#sle](http://www.republicdoor.com/#sle).
  - 5. De La Fontaine Inc: [www.delafontaine.com](http://www.delafontaine.com).
  - 6. Steelcraft, an Allegion brand: [www.allegion.com/#sle](http://www.allegion.com/#sle).
  - 7. Substitutions: See Section 01 60 00 - Product Requirements.

#### **5.02 PERFORMANCE REQUIREMENTS**

- A. Requirements for Hollow Metal Doors and Frames:
  - 1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
  - 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
  - 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
  - 4. Door Edge Profile: Manufacturers standard for application indicated.
  - 5. Typical Door Face Sheets: Flush.
  - 6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.

- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

### 5.03 HOLLOW METAL DOORS

- A. Exterior Doors: Thermally insulated.
1. 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 1 - Full Flush.
  2. Door Core Material: Polystyrene, 1 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 Thermal Resistance: R-Value of 6.0 minimum, for installed thickness of polystyrene.
  4. Door Thickness: 1-3/4 inches (44.5 mm), nominal.
  5. Door Face Sheets: Flush.
  6. Weatherstripping: Refer to Section 08 71 00.
  7. Door Finish: Factory primed and field finished.
- B. Interior Doors, Non-Fire Rated:
1. 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 1 - Full Flush.
    - d. Door Face Metal Thickness: 20 gauge, 0.032 inch (0.8 mm), minimum.
  2. Door Core Material: Manufacturers standard core material/construction and in compliance with requirements.
  3. Door Face Sheets: Flush.
  4. Door Finish: Factory primed and field finished.

### 5.04 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. Frame Metal Thickness: 14 gage, 0.067 inch (1.7 mm), minimum.
  2. Frame Finish: Factory primed and field finished.
  3. Weatherstripping: Separate, see Section 08 71 00.
- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
1. Frame Metal Thickness: 16 gage, 0.053 inch (1.3 mm), minimum.
  2. Frame Finish: Factory primed and field finished.
- D. Interior Door/Window Frames, Fire-Rated: Full profile/continuously welded type.
1. Fire Rating: Same as door/window, labeled.
  2. Frame Metal Thickness: 16 gage, 0.053 inch (1.3 mm), minimum.
  3. Frame Finish: Factory primed and field finished.
- E. Mullions for Pairs of Doors: Removable type, with profile similar to jambs.
- F. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- G. Frames Wider than 48 inches (1219 mm): Reinforce with steel channel fitted tightly into frame head, flush with top.

**5.05 FINISHES**

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.

**5.06 ACCESSORIES**

- A. Glazing: As specified in Section 08 80 00, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered corners; prepared for countersink style tamper proof screws.
- C. Astragals for Double Doors: Specified in Section 08 71 00.
- D. 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.
- E. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

**PART 3 EXECUTION****6.01 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.

**6.02 PREPARATION**

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

**6.03 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. Install door hardware as specified in Section 08 71 00.
- D. Comply with glazing installation requirements of Section 08 80 00.
- E. Coordinate installation of electrical connections to electrical hardware items.
- F. Touch up damaged factory finishes.

**6.04 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 (1.6 mm) measured with straight edge, corner to corner.

**6.05 ADJUSTING**

- A. Adjust for smooth and balanced door movement.
- B. Final Adjustments: Adjust operating doors and hardware items just prior to final inspection and acceptance by the Owner and Architect. Leave work in complete and proper operating condition. Remove and replace defective work, including doors or frames that are damaged, bowed or otherwise unacceptable.
- C. Prime Coat Touch-Up: Immediately after erection, sand smooth rusted or damaged areas of prime coat, and apply touch-up of compatible air-drying primer.

**6.06 PROTECTION**

- A. Provide protective measures required throughout the construction period to ensure that door and frame units will be without damage or deterioration, other than normal weathering, at time of acceptance.

**END OF SECTION**

**SECTION 08 14 16  
FLUSH WOOD DOORS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Flush wood doors; flush and flush glazed configuration; fire-rated and non-rated.

**1.02 REFERENCE STANDARDS**

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards, 2nd Edition; 2014, with Errata (2016).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards; 2021, with Errata.
- C. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2022.
- D. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.
- E. WDMA I.S. 1A - Interior Architectural Wood Flush Doors; 2021, with Errata (2022).

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Show doors and frames, elevations, sizes, types, swings, undercuts, beveling, blocking for hardware, factory machining, factory finishing, cutouts for glazing and other details.
  - 1. Provide information as required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- D. Samples: Submit two samples of door construction, 12 by 12 inch ( 300 by 300 mm) in size cut from top corner of door.
- E. Samples: Submit two samples of door veneer, 12 by 12 inch (300 by 300 mm) in size illustrating wood grain, stain color, and sheen.
- F. Manufacturer's Installation Instructions: Indicate special installation instructions.
- G. Manufacturer's qualification statement.
- H. Installer's qualification statement.
- I. Specimen warranty.
- J. Warranty, executed in Owner's name.

**1.04 QUALITY ASSURANCE**

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
  - 1. Work shall be in accordance with the Grade or the Grades Specified of the Architectural Woodwork Standards.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.
  - 1. Company with at least one project within past five years with value of woodwork within at least 20 percent of cost of woodwork for this project.
- C. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of documented experience.
- D. Single Source Responsibility: A single manufacturer shall provide and install the work of this Section.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging, and inspect for damage.

- C. Protect doors with resilient packaging sealed with heat shrunk plastic; do not store in damp or wet areas or areas where sunlight might bleach veneer; seal top and bottom edges with tinted sealer if stored more than one week, and break seal on site to permit ventilation.
- D. Deliver materials only when the project is ready for installation and the general contractor has provided a clean storage area.
- E. Maintain indoor temperature and humidity within the range recommended by the Architectural Woodwork Standards for the location of the project.
- F. Coordinate fabrication, delivery, and installation with the general contractor and other applicable trades.

### **1.06 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Wood Veneer Faced Doors:
  - 1. Haley Brothers: [www.haleybros.com/#sle](http://www.haleybros.com/#sle).
  - 2. Marshfield DoorSystems, Inc: [www.marshfielddoors.com/#sle](http://www.marshfielddoors.com/#sle).
  - 3. VT Industries, Inc: [www.vtindustries.com/#sle](http://www.vtindustries.com/#sle).
  - 4. Chappell Door Company: [www.chappelldoor.net](http://www.chappelldoor.net).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 DOORS**

- A. All Interior Doors: See drawings for locations and additional requirements.
  - 1. Quality Standard: Premium Grade, Heavy Duty performance, in accordance with WDMA I.S. 1A.
  - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches (44 mm) thick unless otherwise indicated; flush construction.
  - 1. Provide solid core doors at each location.
  - 2. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with UL 10C - Positive Pressure; Underwriters Laboratories Inc (UL) or Intertek/Warnock Hersey (WHI) labeled without any visible seals when door is open.
  - 3. Wood veneer facing with factory transparent finish.

### **2.03 DOOR AND PANEL CORES**

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

### **2.04 DOOR FACINGS**

- A. Veneer Facing for Transparent Finish: Select White Maple, veneer grade in accordance with quality standard indicated, plain sliced (flat cut), with book match between leaves of veneer, running match of spliced veneer leaves assembled on door or panel face.
  - 1. Vertical Edges: Same species as face veneer.
  - 2. "Pair Match" each pair of doors; "Set Match" pairs of doors within 10 feet (3 m) of each other when doors are closed.

### **2.05 DOOR CONSTRUCTION**

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
  - 1. Provide solid blocks at lock edge and top of door for closer for hardware reinforcement.
  - 2. Provide solid blocking for other throughbolted hardware.
- C. Where supplementary protective edge trim is required, install trim after veneer facing has been applied full-width.

- D. Glazed Openings: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings.
- E. Interior glazed opening doors shall be true one-piece lumber.
- F. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- G. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- H. Provide edge clearances in accordance with the quality standard specified.

## **2.06 FINISHES - WOOD VENEER DOORS**

- A. Finish work in accordance with WDMA I.S. 1A for grade specified and as follows:
  - 1. Transparent:
    - a. Manufacturers standard, in compliance with performance duty level indicated.
    - b. Sheen: As selected by Architect from manufacturer's full range.
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

## **2.07 ACCESSORIES**

- A. Door Window Frames: Door window frames with glazing securely fastened within door opening.
  - 1. Size: As indicated on drawings.
- B. Glazing: See Section 08 80 00.
- C. Glazing Stops: Wood, of same species as door facing, mitered corners; prepared for countersink style tamper proof screws.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

### **3.02 INSTALLATION**

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
  - 1. Install fire-rated doors in accordance with NFPA 80 requirements.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.
- E. Coordinate installation of glazing.

### **3.03 TOLERANCES**

- A. Comply with specified quality standard for fit and clearance tolerances.
  - 1. Door fit in rated assemblies shall be in strict compliance with fire rating limitations.
  - 2. No door shall be undercut more than 3/4 inch (19 mm).
  - 3. Undercut clearances:
    - a. From top of decorative floor covering: 1/2 inch (12.7 mm).
    - b. From top of non-combustible floor: 3/4 inch (19 mm) maximum.
    - c. From top of non-combustible sill or threshold: 3/8 inch (9.5 mm) maximum.
- B. Comply with specified quality standard for telegraphing, warp, and squareness.

**3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

**END OF SECTION**



**SECTION 08 43 13**  
**ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS****PART 1 GENERAL****4.01 SECTION INCLUDES**

- A. Aluminum-framed storefront, with vision glass.
  - 1. All interior locations.
- B. Aluminum doors.
  - 1. All interior locations.
- C. Weatherstripping.

**4.02 REFERENCE STANDARDS**

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.
- C. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2020.
- D. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- E. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- F. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- G. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- H. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- I. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- J. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- K. 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).
- L. SSPC-Paint 20 - Zinc-Rich Primers (Type I, "Inorganic," and Type II, "Organic"); 2002 (Ed. 2004).

**4.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate with installation of other components that comprise the exterior enclosure.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

**4.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, 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.
  - 1. Include design engineer's stamp or seal on shop drawings for attachments and anchors.
- D. Samples: Submit two samples 6x6 inches (150x150 mm) in size illustrating finished aluminum surface, glass, glazing materials.

- E. Manufacturer's Certificate: Certify that the products supplied meet or exceed the specified requirements.
- F. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.
- G. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- H. Manufacturer's qualification statement.
- I. Installer's qualification statement.

#### **4.05 QUALITY ASSURANCE**

- A. Designer Qualifications: Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in the State in which the Project is located.
- B. Manufacturer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.
- C. Installer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.
- D. Source Limitations: Obtain aluminum framed storefront system through one source from a single manufacturer.

#### **4.06 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.
- C. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- D. Store materials protected from exposure to harmful weather conditions. Handle storefront material and components to avoid damage. Protect storefront material against damage from elements, construction activities, and other hazards before, during and after storefront installation.

#### **4.07 FIELD CONDITIONS**

- A. Field Measurements: Verify actual dimensions of aluminum framed storefront openings by field measurements before fabrication and indicate field measurements on Shop Drawings.

#### **4.08 WARRANTY**

- A. See Section 01 70 00 - Execution and Closeout Requirements, 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**

#### **5.01 MANUFACTURERS**

- A. Aluminum-Framed Storefronts Manufacturers:
  - 1. Kawneer North America: [www.kawneer.com/#sle](http://www.kawneer.com/#sle).
    - a. Product - Interior Sotrefront: Trifab VG 450, Basis of Design or approved substitution.
  - 2. Oldcastle BuildingEnvelope: [www.oldcastlebe.com/#sle](http://www.oldcastlebe.com/#sle).
  - 3. Tubelite, Inc: [www.tubeliteinc.com/#sle](http://www.tubeliteinc.com/#sle).
  - 4. EFCO Corporation: [www.efcocorp.com](http://www.efcocorp.com).
  - 5. YKK AP America Inc.: [www.ykkap.com](http://www.ykkap.com).
  - 6. Substitutions: See Section 01 60 00 - Product Requirements.

**5.02 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 - Interior Applications: For 1/4 inch (6 mm) monolithic glazing.
  - 2. Glazing Position - Interior Applications: Centered (front to back).
  - 3. Finish - Interior Applications: Class II natural anodized.
    - a. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
  - 4. Finish Color - Interior Applications: Clear.
  - 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. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F (95 degrees C) over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
  - 8. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
  - 9. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
  - 10. Maintain continuous air barrier and/or vapor retarder seal throughout assembly, primarily in line with inside pane of glazing and inner sheet of infill panel, and heel bead of glazing compound.
  - 11. Preparation for Window Treatments: Provide reinforced interior horizontal head rail.
- B. Components
  - 1. Aluminum Framing Members: Tubular aluminum sections, drainage holes and internal weep drainage system.
    - a. Framing members for interior applications need not be thermally broken.
    - b. Glazing Stops: Flush.
    - c. Structurally Reinforced Members: Extruded aluminum with internal reinforcement of structural steel member.
  - 2. Glazing: See Section 08 80 00.
  - 3. Swing Doors: Glazed aluminum.
    - a. Thickness: 1-3/4 inches (43 mm).
    - b. Bottom Rail: 10 inches (254 mm) wide.
    - c. Glazing Stops: Beveled.
    - d. Finish: Same as storefront.
- C. Materials
  - 1. Extruded Aluminum: ASTM B221 (ASTM B221M).
  - 2. Sheet Aluminum: ASTM B209/B209M.
  - 3. Structural Steel Sections: ASTM A36/A36M; galvanized in accordance with requirements of ASTM A123/A123M.
  - 4. Structural Steel Sections: ASTM A36/A36M; shop primed.
  - 5. Fasteners: Stainless steel.
  - 6. Exposed Flashings: Aluminum sheet, 20 gauge, 0.032 inch (0.81 mm) minimum thickness; finish to match framing members.
  - 7. Concealed Flashings: Galvanized steel, 26 gauge, 0.0179 inch (0.45 mm) minimum base metal thickness.
  - 8. Sealant for Setting Thresholds: Non-curing butyl type.
  - 9. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.

10. Glazing Accessories: See Section 08 80 00.
  11. Touch-Up Primer for Galvanized Steel Surfaces: SSPC-Paint 20, zinc rich.
- D. Finishes
1. Class II Natural Anodized Finish: AAMA 611 AA-M12C22A31 Clear anodic coating not less than 0.4 mils (0.01 mm) thick.
  2. Touch-Up Materials: As recommended by coating manufacturer for field application.
- E. Hardware
1. For each door, include sill sweep strip.
  2. Other Door Hardware: See Section 08 71 00.
  3. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
  4. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.

### **PART 3 EXECUTION**

#### **6.01 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.

#### **6.02 INSTALLATION**

- A. Install 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.
- I. Set thresholds in bed of sealant and secure.
- J. Install glass in accordance with Section 08 80 00, using glazing method required to achieve performance criteria.
- K. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

#### **6.03 TOLERANCES**

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet (1.5 mm per m) non-cumulative or 0.06 inch per 10 feet (1.5 mm per 3 m), whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch (0.8 mm).

#### **6.04 ADJUSTING**

- A. Adjust operating hardware and sash for smooth operation.

#### **6.05 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.
- D. Clean glass immediately after installation. Comply with glass manufacturer's written recommendations for final cleaning and maintenance. Remove non-permanent labels, and clean surfaces.

**6.06 PROTECTION**

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

**END OF SECTION**

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**SECTION 08 80 00  
GLAZING****PART 1 GENERAL****1.01 SECTION INCLUDES**

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

**1.02 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 C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- G. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- H. GANA (GM) - GANA Glazing Manual; 2022.
- I. GANA (SM) - GANA Sealant Manual; 2008.
- J. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2023.
- K. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2023.
- L. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2023.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit and Glazing 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 (300 by 300 mm) in size of glass units, showing coloration and design.
- E. Samples: Submit 6 inch (150 mm) long bead of glazing sealant, color as selected.
- F. Certificate: Certify that products of this section meet or exceed specified requirements.
- G. 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. Perform Work in accordance with GANA (GM) and GANA (SM) for glazing installation methods. Maintain one copy on site.

- 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 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

### 1.07 WARRANTY

- A. See Section 01 78 00 - 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.

## PART 2 PRODUCTS

### 2.01 MANUFACTURERS

- A. Float Glass Manufacturers:
  - 1. Cardinal Glass Industries: [www.cardinalcorp.com](http://www.cardinalcorp.com).
  - 2. Guardian Industries Corp: [www.sunguardglass.com](http://www.sunguardglass.com).
  - 3. Pilkington North America Inc: [www.pilkington.com/na](http://www.pilkington.com/na).
  - 4. Vitro Architectural Glass: [www.vitroglazings.com](http://www.vitroglazings.com).
    - a. Basis of Design or approved substitution.
  - 5. Substitutions: See Section 01 60 00 - 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. Design Pressure: Calculated in accordance with ASCE 7.
  - 2. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
  - 3. 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.
  - 4. 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.
  - 1. In conjunction with weather barrier related materials described in other sections.
- 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. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
  - 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
  - 3. 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.
  - 3. Impact Resistant Safety Glass: Complies with ANSI Z97.1 and 16 CFR 1201 criteria; Class A/Category II.



**2.04 GLAZING UNITS**

- A. Monolithic Safety Glazing: Non-fire-rated.
  - 1. Applications:
    - a. Glazed lites in doors, except fire doors.
    - b. Glazed sidelights to doors, except in fire-rated walls and partitions.
    - c. Other locations required by applicable federal, state, and local codes and regulations.
    - d. Other locations indicated on drawings.
  - 2. Glass Type: Fully tempered safety glass as specified.
  - 3. Tint: Clear.

**2.05 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 (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) by width of glazing rabbet space minus 1/16 inch (1.5 mm) 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 I. Minimum 3 inch (75 mm) long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; color black.
- D. Glazing Clips: Manufacturer's standard type.

**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 in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- F. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing, plastering, mortar droppings, and paint.

**3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)**

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

**3.05 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 Final Acceptance in accordance with glass manufacturer's written recommendations.

**3.06 PROTECTION**

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Final Acceptance.

**END OF SECTION**

**SECTION 09 05 61  
COMMON WORK RESULTS FOR FLOORING PREPARATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. This section applies to floors identified in Contract Documents that are receiving the following types of floor coverings:
  - 1. Resilient tile and sheet.
  - 2. Thin-set ceramic tile and stone tile.
- B. Preparation of existing concrete floor slabs for installation of floor coverings.
- C. Testing of concrete floor slabs for alkalinity (pH).
- D. Remediation of concrete floor slabs due to unsatisfactory alkalinity (pH) conditions.
  - 1. Contractor shall perform all specified remediation of concrete floor slabs. If such remediation is indicated by testing agency's report and is due to a condition not under Contractor's control or could not have been predicted by examination prior to entering into the contract, a contract modification will be issued.
- E. Patching compound.
- F. Remedial floor coatings.

**1.02 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens); 2023.
- B. ASTM C472 - Standard Test Methods for Physical Testing of Gypsum, Gypsum Plasters, and Gypsum Concrete; 2020.
- C. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride; 2023.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate scheduling of cleaning and testing, so that preliminary cleaning has been completed for at least 24 hours prior to testing.

**1.04 SUBMITTALS**

- A. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:
  - 1. Alkalinity (pH) limits and test methods.
  - 2. Manufacturer's required bond/compatibility test procedure.
- B. Testing Agency's Report:
  - 1. Description of areas tested; include floor plans and photographs if helpful.
  - 2. Summary of conditions encountered.
  - 3. Alkalinity (pH) test reports.
  - 4. Copies of specified test methods.
  - 5. Recommendations for remediation of unsatisfactory surfaces.
  - 6. Submit report to Architect.
  - 7. Submit report not more than two business days after conclusion of testing.
- C. Adhesive Bond and Compatibility Test Report.

**1.05 QUALITY ASSURANCE**

- A. Alkalinity (pH) testing shall be performed by an independent testing agency employed and paid by Contractor.

- B. Contractor may perform adhesive and bond test with Contractor's own personnel or hire a testing agency.
- C. Testing Agency Qualifications: Independent testing agency experienced in the types of testing specified.
  - 1. Submit evidence of experience consisting of at least 3 test reports of the type required, with project Owner's project contact information.
- D. Contractor's Responsibility Relating to Independent Agency Testing:
  - 1. Provide access for and cooperate with testing agency.
  - 2. Confirm date of start of testing at least 10 days prior to actual start.
  - 3. Allow at least 4 business days on site for testing agency activities.
  - 4. Achieve and maintain specified ambient conditions.
  - 5. Notify Architect when specified ambient conditions have been achieved and when testing will start.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, handle, and protect products in accordance with manufacturer's instructions and recommendations.
- B. Deliver materials in manufacturer's packaging; include installation instructions.
- C. Keep materials from freezing.

### **1.07 FIELD CONDITIONS**

- A. Maintain ambient temperature in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 65 degrees F (18 degrees C) or more than 85 degrees F (30 degrees C).
- B. Maintain relative humidity in spaces where concrete testing is being performed, and for at least 48 hours prior to testing, at not less than 40 percent and not more than 60 percent.

## **PART 2 PRODUCTS**

### **2.01 MATERIALS**

- A. Patching Compound: Floor covering manufacturer's recommended product, suitable for conditions, and compatible with adhesive and floor covering. In the absence of any recommendation from flooring manufacturer, provide a product with the following characteristics:
  - 1. Cementitious moisture-, mildew-, and alkali-resistant compound, compatible with floor, floor covering, and floor covering adhesive, and capable of being feathered to nothing at edges.
  - 2. Latex or polyvinyl acetate additions are permitted; gypsum content is prohibited.
  - 3. Compressive Strength: 3000 psi, minimum, after 28 days, when tested in accordance with ASTM C109/C109M or ASTM C472, whichever is appropriate.
- B. Alternate Flooring Adhesive: Floor covering manufacturer's recommended product, suitable for the moisture and pH conditions present; low-VOC. In the absence of any recommendation from flooring manufacturer, provide a product recommended by adhesive manufacturer as suitable for substrate and floor covering and for conditions present.
- C. Remedial Floor Coating: Single- or multi-layer coating or coating/overlay combination intended by its manufacturer to resist water vapor transmission to degree sufficient to meet flooring manufacturer's emission limits, resistant to the level of alkalinity (pH) found, and suitable for adhesion of flooring without further treatment.
  - 1. Thickness: As required for application and in accordance with manufacturer's installation instructions.
  - 2. Products:
    - a. ARDEX Engineered Cements: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
    - b. Sika Corporation; \_\_\_\_\_: [www.sikafloorusa.com/#sle](http://www.sikafloorusa.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.

**PART 3 EXECUTION****3.01 CONCRETE SLAB PREPARATION**

- A. Follow recommendations of testing agency.
- B. Perform following operations in the order indicated:
  - 1. Preliminary cleaning.
  - 2. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 3. Specified remediation, if required.
  - 4. Patching, smoothing, and leveling, as required.
  - 5. Other preparation specified.
  - 6. Adhesive bond and compatibility test.
  - 7. Protection.

**3.02 PRELIMINARY CLEANING**

- A. Clean floors of dust, solvents, paint, wax, oil, grease, asphalt, residual adhesive, adhesive removers, film-forming curing compounds, sealing compounds, alkaline salts, excessive laitance, mold, mildew, and other materials that might prevent adhesive bond.
- B. Do not use solvents or other chemicals for cleaning.

**3.03 ALKALINITY TESTING**

- A. Where the floor covering manufacturer's requirements conflict with either the referenced test method or this specification, comply with the manufacturer's requirements.
- B. In the event that test values exceed floor covering manufacturer's limits, perform remediation as indicated. In the absence of manufacturer limits, perform remediation if alkalinity (pH) test value is over 10.

**3.04 PREPARATION**

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with recommendations of testing agency.
- C. Comply with requirements and recommendations of floor covering manufacturer.
- D. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- E. Do not fill expansion joints, isolation joints, or other moving joints.

**3.05 ADHESIVE BOND AND COMPATIBILITY TESTING**

- A. Comply with requirements and recommendations of floor covering manufacturer.

**3.06 APPLICATION OF REMEDIAL FLOOR COATING**

- A. Comply with requirements and recommendations of coating manufacturer.

**3.07 PROTECTION**

- A. Cover prepared floors with building paper or other durable covering.

**END OF SECTION**

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**SECTION 09 21 16  
GYPSUM BOARD ASSEMBLIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Performance criteria for gypsum board assemblies.
- B. Gypsum sheathing.
- C. Cementitious backing board.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.
- F. Acoustic (sound-dampening) wall and ceiling board.

**1.02 REFERENCE STANDARDS**

- A. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2023.
- B. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- C. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.
- D. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2022.
- E. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- F. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- G. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2017.
- H. ASTM C1178/C1178M - Standard Specification for Coated Glass Mat Water-Resistant Gypsum Backing Panel; 2018.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- J. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2019, with Editorial Revision (2020).
- K. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- L. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- M. ASTM E413 - Classification for Rating Sound Insulation; 2022.
- N. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.
- O. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.
  - 1. Provide data on gypsum board, accessories, and joint finishing system.
  - 2. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- C. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least five years of documented experience.
- B. Documents at Project Site: Maintain at the project site a copy of manufacturer's instructions, erection drawings, and shop drawings.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. See Section 01 74 19 - Construction Waste Management and Disposal for packaging waste requirements.
- B. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.

**PART 2 PRODUCTS****2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. Interior Partitions, Indicated as Acoustic: Provide completed assemblies with the following characteristics:
  - 1. Acoustic Attenuation: STC as indicated calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

**2.02 BOARD MATERIALS**

- A. Manufacturers - Gypsum-Based Board:
  - 1. American Gypsum Company: [www.americangypsum.com/#sle](http://www.americangypsum.com/#sle).
  - 2. CertainTeed Corporation: [www.certainteed.com/#sle](http://www.certainteed.com/#sle).
  - 3. Georgia-Pacific Gypsum: [www.gpgypsum.com/#sle](http://www.gpgypsum.com/#sle).
  - 4. National Gypsum Company: [www.nationalgypsum.com/#sle](http://www.nationalgypsum.com/#sle).
  - 5. USG Corporation: [www.usg.com/#sle](http://www.usg.com/#sle).
  - 6. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Backing Board For Wet Areas:
  - 1. Application: Horizontal surfaces behind tile in wet areas.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
  - 3. Glass Mat Faced Board: Coated glass mat water-resistant gypsum backing panel as defined in ASTM C1178/C1178M.
    - a. Fire-Resistance-Rated Type: Type X core, thickness 5/8 inch (16 mm).

**2.03 GYPSUM BOARD ACCESSORIES**

- A. Acoustic Insulation: As specified in Section 09 81 00.
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, unless noted otherwise.
  - 1. Corner Beads: Low profile, for 90 degree outside corners.
  - 2. Expansion Joints:
    - a. Type: V-shaped PVC with tear away fins.
- C. Decorative Metal Trim:
  - 1. Material: Extruded aluminum alloy 6063-T5 temper.
  - 2. Finish: As indicated on drawings.
  - 3. Type: Profiles as indicated below and on drawings.
    - a. Edge Trim: Series 200 Part 2112 by Gordon or approved substitution.
    - b. End Cap: Series 911 Part 911-EC-487 by Gordon or approved substitution.
    - c. Trim Reveal: Series 300 Part 310-5/8 by Gordon or approved substitution.
    - d. Products:
      - 1) Gordon Inc: [www.gordon-inc.com/#sle](http://www.gordon-inc.com/#sle).
        - (a) Basis of Design or approved substitution.
      - 2) Pittcon Industries: [www.pittconindustries.com/#sle](http://www.pittconindustries.com/#sle).



- 3) Tamlyn: [www.tamlyn.com/#sle](http://www.tamlyn.com/#sle).
  - 4) Substitutions: See Section 01 60 00 - Product Requirements.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
1. Fiberglass Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners.
  2. Paper Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
  3. Joint Compound: Setting type, field-mixed.
- E. Finishing Compound: Surface coat and primer, takes the place of skim coating.
- F. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- H. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that project conditions are appropriate for work of this section to commence.

#### **3.02 ACOUSTIC ACCESSORIES INSTALLATION**

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
1. Place two beads continuously on substrate before installation of perimeter framing (track) members.
  2. Place continuous bead at perimeter of each layer of gypsum board.
  3. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes.
    - a. Provide fire rated acoustical sealant in all rated walls in strict compliance with requirements of assembly listing.

#### **3.03 BOARD INSTALLATION**

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Double-Layer, Nonrated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- E. Cementitious Backing Board: Install over steel framing members where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.
- F. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.

#### **3.04 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as directed.
1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.

- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.
- D. Decorative Trim: Install at locations shown on drawings and in accordance with manufacturer's instructions.

### **3.05 JOINT TREATMENT**

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
  - 1. Level 5: Walls and ceilings to receive, egg-shell, semi-gloss or gloss paint finish and other areas specifically indicated.
  - 2. Level 4: Walls and ceilings to receive flat paint finish or wall coverings, unless otherwise indicated.
  - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
  - 4. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
  - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- D. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.
- E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

### **3.06 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

**END OF SECTION**

**SECTION 09 22 16  
NON-STRUCTURAL METAL FRAMING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Metal partition framing.
- B. Framing accessories.

**1.02 REFERENCE STANDARDS**

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- C. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- E. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- F. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- H. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2022.
- I. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2023.
- J. ASTM E413 - Classification for Rating Sound Insulation; 2022.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings:
  - 1. Indicate component details, stud layout, framed openings, anchorage to structure, type and location of fasteners, accessories, and items of other related work.
  - 2. Describe method for securing studs to tracks, splicing, and for blocking and reinforcement of framing connections.
- C. Product Data: Provide data describing framing member materials and finish, product criteria, load charts, and limitations.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.04 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum five years documented experience and approved by manufacturer.

**1.05 DELIVERY, STORAGE AND HANDLING**

- A. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI's "Code of Standard Practice".

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Metal Framing, Connectors, and Accessories:
  - 1. ClarkDietrich Building Systems: [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
  - 2. MarinoWARE: [www.marinoware.com/#sle](http://www.marinoware.com/#sle).
  - 3. The Steel Network, Inc: [www.SteelNetwork.com/#sle](http://www.SteelNetwork.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 FRAMING MATERIALS**

- A. Fire Rated Assemblies: Comply with applicable code and as indicated on drawings.
- B. Non-Loadbearing Framing System Components: AISI S220; sheet steel, of size and properties necessary for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf (L/240 at 240 Pa).
  - 1. Studs: C-shaped with flat faces.
  - 2. Runners: U-shaped, sized to match studs.
  - 3. Ceiling Channels: C-shaped.
  - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch (22 mm).
- C. Partition Head to Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and braced with continuous bridging on both sides.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection using slotted holes, screws, and anti-friction bushings, preventing rotation of studs while maintaining structural performance of partition.
  - 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code when evaluated in accordance with AISI S100.
  - 2. Material: ASTM A653/A653M steel sheet, SS Grade 50.
  - 3. Provide components UL-listed for use in UL-listed fire-resistance-rated head of partition joint systems indicated on drawings.
- E. Non-Loadbearing Framing Accessories:
  - 1. Ceiling Hangers: Type and size as specified in ASTM C754 for spacing required.
  - 2. Partial Height Wall Framing Support: Provides stud reinforcement and anchored connection to floor.
    - a. Materials: ASTM A36/A36M formed sheet steel support member with factory-welded ASTM A1003/A1003M steel plate base.
    - b. Height: 35-3/4 inches (908 mm).
    - c. Products:
      - 1) ClarkDietrich; Pony Wall (PW): [www.clarkdietrich.com/#sle](http://www.clarkdietrich.com/#sle).
        - (a) PW36 Basis of Design or approved substitution.
      - 2) Substitutions: See Section 01 60 00 - Product Requirements.
  - 3. Framing Connectors: ASTM A653/A653M steel clips; secures cold rolled channel to wall studs for lateral bracing.
  - 4. Sheet Metal Backing: 0.0395 inch (1.01 mm) thick.
  - 5. Fasteners: ASTM C1002 self-piercing self-tapping screws.
  - 6. Anchorage Devices: Powder actuated.

**2.03 FABRICATION**

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Verify existing conditions before starting work.

- B. Verify that rough-in utilities are in proper location.

### 3.02 INSTALLATION OF STUD FRAMING

- A. Install non-structural members in accordance with ASTM C754.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.
- E. Extend partition framing as indicated on drawings.
- F. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs as indicated.
- G. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- H. Align and secure top and bottom runners at 24 inches (600 mm) on center.
- I. At partitions indicated with an acoustic rating:
  - 1. Provide components and install as required to produce STC ratings as indicated, based on published tests by manufacturer conducted in accordance with ASTM E90 with STC rating calculated in accordance with ASTM E413.
- J. Fit runners under and above openings; secure intermediate studs to same spacing as wall studs.
- K. Install studs vertically at 16 inches (400 mm) on center.
- L. Align stud web openings horizontally.
- M. Secure studs to tracks using fastener method. Do not weld.
- N. Stud splicing is not permissible.
- O. Fabricate corners using a minimum of three studs.
- P. Install double studs at wall openings, door and window jambs, not more than 2 inches (50 mm) from each side of openings.
- Q. Brace stud framing system rigid.
- R. Coordinate erection of studs with requirements of door frames and window frames; install supports and attachments.
- S. Coordinate installation of bucks, anchors, and blocking with electrical, mechanical, and other work to be placed within or behind stud framing.
- T. Blocking: Use wood blocking secured to studs. Provide blocking for support of plumbing fixtures, toilet partitions, wall cabinets, toilet accessories, hardware, and opening frames.
- U. Furring: Install at spacing and locations shown on drawings. Lap splices a minimum of 6 inches (150 mm).

### 3.03 CEILING AND SOFFIT FRAMING

- A. Comply with requirements of ASTM C754.
- B. Install furring after work above ceiling or soffit is complete. Coordinate the location of hangers with other work.
- C. Install furring independent of walls, columns, and above-ceiling work.
- D. Securely anchor hangers to structural members or embed them in structural slab. Space hangers as required to limit deflection to criteria indicated. Use rigid hangers at exterior soffits.

- E. Space main carrying channels at maximum 72 inches (1 800 mm) on center, and not more than 6 inches (150 mm) from wall surfaces. Lap splice securely.
- F. Securely fix carrying channels to hangers to prevent turning or twisting and to transmit full load to hangers.
- G. Place furring channels perpendicular to carrying channels, not more than 2 inches (50 mm) from perimeter walls, and rigidly secure. Lap splices securely.

**3.04 TOLERANCES**

- A. Maximum Variation From True Position: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation From Plumb: 1/8 inch in 10 feet (3 mm in 3 m).

**END OF SECTION**

**SECTION 09 30 00  
TILING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Tile for floor applications.
- B. Tile for wall applications.
- C. Non-ceramic trim.

**1.02 REFERENCE STANDARDS**

- A. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2023.
- B. ANSI A108.1b - Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set, Modified Dry-Set, or Improved Modified Dry-Set Cement Mortar; 2023.
- C. ANSI A108.1c - Contractor's Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set, Modified Dry-Set, or Improved Modified Dry-Set Cement Mortar; 2023.
- D. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesive or Water Cleanable Tile-Setting Epoxy Adhesive; 2023.
- E. ANSI A108.5 - Setting of Ceramic Tile with Dry-Set Cement Mortar, Modified Dry-Set Cement Mortar, EGP (Exterior Glue Plywood) Modified Dry-Set Cement Mortar, or Improved Modified Dry-Set Cement Mortar; 2023.
- F. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grout Epoxy; 2023.
- G. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (Reaffirmed 2019).
- H. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 2023.
- I. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 2017 (Reaffirmed 2022).
- J. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2023.
- K. ANSI A108.12 - Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Modified Dry-Set Mortar; 2023.
- L. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2005 (Reaffirmed 2021).
- M. ANSI A118.3 - American National Standard Specifications for Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy and Water Cleanable Tile-Setting Epoxy Adhesive; 2021.
- N. ANSI A118.4 - American National Standard Specifications for Modified Dry-Set Cement Mortar; 2023.
- O. ANSI A118.6 - American National Standard Specifications for Standard Cement Grouts for Tile Installation; 2019.
- P. ANSI A118.10 - American National Standard Specifications for Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2023.
- Q. ANSI A118.11 - American National Standard Specifications for EGP (Exterior Glue Plywood) Modified Dry-Set Mortar; 2017 (Reaffirmed 2022).
- R. ANSI A118.12 - American National Standard Specifications for Crack Isolation Membranes for Thin-Set Ceramic Tile and Dimension Stone Installation; 2014 (Reaffirmed 2019).

- S. ANSI A136.1 - American National Standard Specifications for Organic Adhesives for Installation of Ceramic Tile; 2020.
- T. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2022.
- U. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2018 (Reapproved 2023).
- V. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2024.

### **1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by affected installers.

### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Shop Drawings: Indicate tile layout, patterns, color arrangement, perimeter conditions, junctions with dissimilar materials, thresholds, ceramic accessories, and setting details.
- D. Selection Samples: Color charts illustrating full range of colors and patterns.
- E. Approval Samples: Samples of actual tiles for selection.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Installer's Qualification Statement:
- H. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

### **1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- B. Installer Qualifications:
  - 1. Company specializing in performing tile installation, with minimum of five years of documented experience.
- C. Single Source Responsibility: Obtain each type and color of tile from a single source. Obtain each type and color of mortar, adhesive and grout from the same source.

### **1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Protect adhesives from freezing or overheating in accordance with manufacturer's instructions.
- B. Deliver and store products in manufacturer's unopened packaging until ready for installation.
- C. Store tile and setting materials on elevated platforms, under cover and in a dry location and protect from contamination, dampness, freezing or overheating.

### **1.07 FIELD CONDITIONS**

- A. Do not install solvent-based products in an unventilated environment.
- B. Maintain ambient and substrate temperature above 50 degrees F (10 degrees C) and below 100 degrees F (38 degrees C) during installation and curing of setting materials.

### **1.08 MAINTENANCE MATERIALS**

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
  - 1. Tile and Trim Units: Furnish quantity of full-size units equal to three (3) percent for each type, composition, color, pattern, size and shape installed.



**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Dal-Tile Corporation: [www.daltile.com/#sle](http://www.daltile.com/#sle).
  - 1. No Substitutions Allowed
- B. Glazed Wall Tile, Type WT-1: ANSI A137.1 standard grade.
  - 1. Moisture Absorption: 7.0 to 20.0 percent as tested in accordance with ASTM C373.
  - 2. Size: 8 by 8 inch (19.65 cm by 19.65 cm inch), nominal.
  - 3. Edges: Cushioned.
  - 4. Surface Finish: Glossy.
  - 5. Trim Units: Matching bullnose shapes in sizes coordinated with field tile.
  - 6. Products:
    - a. Dal-Tile Corporation: [www.daltile.com/#sle](http://www.daltile.com/#sle).
      - 1) Geometric Fusion collection. Color to be Graphite GF03 without substitutions.
- C. Porcelain Tile, Type FT-1 and FT-2: ANSI A137.1 standard grade.
  - 1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.
  - 2. Size: 16x32
  - 3. Thickness: 3/8 inch (9.5 mm).
  - 4. Edges: Square.
  - 5. Surface Finish: Matte
  - 6. Color(s): To be selected by Architect from manufacturer's full range.
    - a. Allow for three colors as selected by Architect from manufacturer's full range.
    - b. FT-1 and FT-2 to be different colors.
  - 7. Products:
    - a. Dal-Tile Corporation: [www.daltile.com/#sle](http://www.daltile.com/#sle).
      - 1) Concrete Masonry Basis of Design, No Substitutions.

**2.02 TRIM AND ACCESSORIES**

- A. Non-Ceramic Trim - Walls: Satin natural anodized extruded aluminum, style and dimensions to suit application, for setting using tile mortar or adhesive.
  - 1. Applications:
    - a. Open edges of wall and floor tile.
    - b. Wall corners, outside.
    - c. Borders and other trim as indicated on drawings.
  - 2. Products:
    - a. Schluter-Systems; Schiene: [www.schluter.com/#sle](http://www.schluter.com/#sle).
      - 1) Product: Schluter Quadec Basis of Design or approved substitution.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Ceramic Trim - Floors: Brushed stainless steel, style and dimensions to suit application.
  - 1. "L" shaped profile: 1/8 inch (3.2 mm) wide visible surface integrated trapezoid-perforated anchoring leg, and integrated grout joint spacer.
    - a. Manufacturers:
      - 1) Schluter-Systems: [www.schluter.com/#sle](http://www.schluter.com/#sle).
        - (a) Product: Schluter SCHIENE Basis of Design or approved substitution.
      - 2) Genesis APS International: [www.genesis-aps.com/#sle](http://www.genesis-aps.com/#sle).
      - 3) Dural USA, Inc.: [www.dural.de](http://www.dural.de).
      - 4) Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Sloped profile: Sloped exposed surface, vertical leading edge, integrated trapezoid-perforated anchoring leg, and integrated grout joint spacer.
    - a. Manufacturers:
      - 1) Schluter-Systems: [www.schluter.com/#sle](http://www.schluter.com/#sle).
        - (a) Product: Schluter RENO-U Basis of Design or approved substitution.

- 2) Genesis APS International: [www.genesis-aps.com/#sle](http://www.genesis-aps.com/#sle).
- 3) Substitutions: See Section 01 60 00 - Product Requirements.

### 2.03 SETTING MATERIALS

- A. Provide setting and grout materials from same manufacturer.
- B. Manufacturers:
  1. ARDEX Engineered Cements: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
  2. Bostik Inc: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  3. Custom Building Products: [www.custombuildingproducts.com/#sle](http://www.custombuildingproducts.com/#sle).
  4. LATICRETE International, Inc: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Latex-Portland Cement Mortar Bond Coat: ANSI A118.4.

### 2.04 GROUTS

- A. Provide setting and grout materials from same manufacturer.
- B. Manufacturers:
  1. ARDEX Engineered Cements: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
  2. Bostik Inc; \_\_\_\_\_: [www.bostik-us.com/#sle](http://www.bostik-us.com/#sle).
  3. Custom Building Products: [www.custombuildingproducts.com/#sle](http://www.custombuildingproducts.com/#sle).
  4. LATICRETE International, Inc; \_\_\_\_\_: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
  5. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Epoxy Grout: ANSI A118.3 chemical resistant and water-cleanable epoxy grout.
  1. Applications: All floor locations.
  2. Color(s): As selected by Architect from manufacturer's full line.
  3. Products:
    - a. ARDEX Engineered Cements; ARDEX WA: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
    - b. Custom Building Products; CEG-IG 100% Solids Industrial Grade Epoxy Grout: [www.custombuildingproducts.com/#sle](http://www.custombuildingproducts.com/#sle).
    - c. LATICRETE International, Inc; LATICRETE SPECTRALOCK PRO Premium Grout: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - d. Merkrete, by Parex USA, Inc; Merkrete Pro Epoxy: [www.merkrete.com/#sle](http://www.merkrete.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.

### 2.05 MAINTENANCE MATERIALS

- A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
  1. Applications: Between tile and plumbing fixtures.
  2. Color(s): As selected by Architect from manufacturer's full line.
  3. Products:
    - a. ARDEX Engineered Cements; ARDEX SX: [www.ardexamericas.com/#sle](http://www.ardexamericas.com/#sle).
    - b. Custom Building Products; Commercial 100% Silicone Caulk: [www.custombuildingproducts.com/#sle](http://www.custombuildingproducts.com/#sle).
    - c. LATICRETE International, Inc; LATICRETE LATASIL: [www.laticrete.com/#sle](http://www.laticrete.com/#sle).
    - d. Merkrete, by Parex USA, Inc; Merkrete Colored Caulking: [www.merkrete.com/#sle](http://www.merkrete.com/#sle).
    - e. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
  1. Composition: Water-based colorless silicone.

### 2.06 ACCESSORY MATERIALS

- A. Concrete Floor Slab Crack Isolation Membrane: Material complying with ANSI A118.12; not intended as waterproofing.
  1. Crack Resistance: No failure at 1/8 inch (3.2 mm) gap, minimum.

**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 tile.
- 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 tile.
- C. Verify that subfloor surfaces are dust free and free of substances that could impair bonding of setting materials to subfloor surfaces.

**3.02 PREPARATION**

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.
- D. Install backer board in accordance with ANSI A108.11 and board manufacturer's instructions. Tape joints and corners, cover with skim coat of setting material to a feather edge.
- E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

**3.03 INSTALLATION - GENERAL**

- A. Install tile and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install non-ceramic trim in accordance with manufacturer's instructions.
- G. Install thresholds where indicated.
- H. Sound tile after setting. Replace hollow sounding units.
- I. Keep control and expansion joints free of mortar, grout, and adhesive.
- J. Prior to grouting, allow installation to completely cure; minimum of 48 hours.
- K. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- L. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

**3.04 INSTALLATION - FLOORS - THIN-SET METHODS**

- A. Over interior concrete substrates, install in accordance with TCNA (HB) Method F113, dry-set or latex-Portland cement bond coat, with standard grout.
  - 1. Where waterproofing membrane is indicated, install in accordance with TCNA (HB) Method F122, with latex-Portland cement grout.

**3.05 INSTALLATION - WALL TILE**

- A. Over coated glass mat backer board on studs, install in accordance with TCNA (HB) Method W245.

**3.06 CLEANING**

- A. Clean tile and grout surfaces.

**3.07 PROTECTION**

- A. Do not permit traffic over finished floor surface for 4 days after installation.

**END OF SECTION**

**SECTION 09 51 00  
ACOUSTICAL CEILINGS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

**1.02 REFERENCE STANDARDS**

- A. ASTM C423 - 09a Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
- B. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.
- C. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.
- E. ASTM E1414 / E1414M - 11a Standard Test Method for Airborne Sound Attenuation Between Rooms Sharing a Common Ceiling Plenum.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning and junctions with other ceiling finishes.
- C. Product Data: Provide data on suspension system components and acoustical units.
- D. Samples: Submit two full size samples illustrating material and finish of acoustical units.
- E. Samples: Submit two two samples each, 12 inches long, of suspension system main runner and main runner.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- G. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

**1.05 QUALITY ASSURANCE**

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

**1.06 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**1.07 MAINTENANCE MATERIALS**

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.

1. Acoustical Ceiling Units: Furnish quantity of full-size units equal to five (5) percent of amount installed.
2. Exposed Suspension System Components: Furnish quantity of each exposed suspension component equal to two (2) percent of amount installed.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Acoustic Tiles/Panels:
  1. \_\_\_\_\_,Proceiling Tiles
  2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems:
  1. USG Corporation; \_\_\_\_: [www.usg.com/ceilings/#sle](http://www.usg.com/ceilings/#sle).

### **2.02 ACOUSTICAL UNITS**

- A. Acoustical Panels, Type ACT-1: Mineral fiber with membrane-faced overlay, with the following characteristics:
  1. Classification: ASTM E1264 Type IV.
  2. Size: 30 by 30 inches (762 by 762 mm).
  3. Thickness: 3/4 inch (19 mm).
  4. Panel Edge: SLT.
  5. Tile Edge: Square.
  6. Color: White.
  7. Suspension System: Exposed grid.
  8. Products:
    - a. Duraclean Smooth White PVC Ceiling tiles.
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.03 SUSPENSION SYSTEM(S)**

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
- B. Exposed Suspension System: Hot-dipped galvanized steel grid with steel cap.
  1. Structural Classification: Intermediate-duty, when tested in accordance with ASTM C635/C635M.
  2. Profile: Tee; 15/16 inch (24 mm) face width.
  3. Finish: Baked enamel.
  4. Color: White.
  5. Products:
    - a. USG Corporation; Donn Brand ZXLA 15/16 inch Acoustical Suspension System: [www.usg.com/ceilings/#sle](http://www.usg.com/ceilings/#sle).
    - b. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.04 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch (2 mm) galvanized steel wire.
- C. Hold-Down Clips: Manufacturer's standard clips to suit application.
- D. Perimeter Moldings: Same metal and finish as grid.
- E. Touch-up Paint: Type and color to match acoustical and grid units.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.

- B. Verify that layout of hangers will not interfere with other work.

### **3.02 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C636/C636M and ASTM C636/C636M and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Locate system on room axis according to reflected ceiling plan.
  - 1. Where no reflected ceiling plan is indicated; layout system to a balanced grid design with no edge units smaller than 4 inches (100 mm), unless directed otherwise by Architect.
- D. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
  - 1. Use longest practical lengths.
- E. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- F. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- G. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- H. Support fixture loads using supplementary hangers located within 6 inches (152 mm) of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.
- J. Form expansion joints as detailed. Form to accommodate plus or minus 1 inch (25 mm) movement. Maintain visual closure.

### **3.03 INSTALLATION - ACOUSTICAL UNITS**

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Lay directional patterned units with pattern parallel to longest room axis.
- D. Fit border trim neatly against abutting surfaces.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
  - 1. Cut to fit irregular grid and perimeter edge trim.
  - 2. Make field cut edges of same profile as factory edges.
  - 3. Double cut and field paint exposed reveal edges.
- G. Where round obstructions occur, provide preformed closures to match perimeter molding.
- H. Install hold-down clips on panels within 20 ft (6 m) of an exterior door.

### **3.04 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**

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**SECTION 09 65 00  
RESILIENT FLOORING****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Resilient tile flooring.
- B. Resilient base.
- C. Resilient stair accessories.
- D. Installation accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2023.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2022.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2023.
- D. ASTM F1861 - Standard Specification for Resilient Wall Base; 2021.
- E. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2023.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Shop Drawings: Indicate seaming plans and floor patterns.
- D. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- E. Verification Samples: Submit two samples, 12x12 inch (300x300 mm) in size illustrating color and pattern for each resilient flooring product specified for Architect's approval.
- F. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of subfloor is acceptable.
- G. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years documented experience.
- C. Single-Source Responsibility: Obtain types of flooring and accessories and adhesive from a single manufacturer.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Upon receipt, immediately remove any shrink-wrap and check materials for damage and the correct style, color, quantity and run numbers.
- B. Store all materials off of the floor in an acclimatized, weather-tight space.
- C. Maintain temperature in storage area between 55 degrees F (13 degrees C) and 90 degrees F (72 degrees C).
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

**1.06 FIELD CONDITIONS**

- A. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F (21 degrees C) to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F (13 degrees C).
- B. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65 degrees F (18 degrees C) and a maximum temperature of 100 degrees F (38 degrees C) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55 degrees F (13 degrees C) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating fixtures and appliances.

**1.07 WARRANTY**

- A. Manufacturer's Materials Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.
  - 1. 5 year limited warranty commencing on Date of Final Acceptance.

**1.08 MAINTENANCE MATERIALS**

- A. Extra Materials: Deliver extra materials to Owner. Furnish extra materials described below that match products installed. Packaged with protective covering for storage and identified with appropriate labels.
  - 1. Vinyl Composition Tile and Resilient Base: Furnish quantity of full-size units equal to five (5) percent for each type, composition, color, pattern, size and shape installed.

**PART 2 PRODUCTS****2.01 TILE FLOORING**

- A. Luxury Vinyl Tile- Type LVT: Homogeneous, with color extending throughout thickness.
  - 1. Manufacturers:
    - a. Interface: [www.interface.com/](http://www.interface.com/)
    - b. No Substitutions
  - 2. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
  - 3. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
  - 4. Size: 9.845 by 39.38 inch (25 cm by 1 mm).
  - 5. Thickness: 4.5 mm
  - 6. Surface Finish Pattern: Marbleized.
  - 7. Color: As indicated.
    - a. LVT-1: As selected by Architect from manufacturer's full range.
      - 1) Allow for three colors as selected by Architect from manufacturer's full range for LVT-1.
  - 8. Product: Interface Level Set Collection Basis of Design, No Substitution.

**2.02 RESILIENT BASE**

- A. Resilient Base- Type RB-1: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
  - 1. Manufacturers:
    - a. Johnsonite, a Tarkett Company: [www.johnsonite.com](http://www.johnsonite.com).
    - b. Roppe Corporation: [www.roppe.com/#sle](http://www.roppe.com/#sle).
    - c. Substitutions: See Section 01 60 00 - Product Requirements.
  - 2. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648 or NFPA 253.
  - 3. Height: 4 inches (100 mm).
  - 4. Thickness: 0.125 inch (3.2 mm).
  - 5. Finish: Matte.

6. Length: Roll.
7. Color: As selected by Architect from manufacturer's full range.
8. Allow for three colors as selected by Architect from manufacturer's full range for RB-1.

### **2.03 ACCESSORIES**

- A. Primers and Adhesives: Waterproof; types recommended by flooring manufacturer.
- B. Moldings, Transition and Edge Strips: Same material as flooring.
  1. Provide transition/reducing strips tapered to meet abutting materials.
- C. Filler for Coved Base: Plastic.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- 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 resilient base.
- C. Cementitious Subfloor Surfaces: Verify that substrates are ready for resilient flooring installation by testing for alkalinity (pH).
  1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
- D. Verify that required floor-mounted utilities are in correct location.
- E. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.
- F. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

### **3.02 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install in strict accordance with manufacturer's instructions.

### **3.03 INSTALLATION - TILE FLOORING**

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.
- B. Lay flooring with joints and seams parallel to building lines to produce symmetrical pattern.
- C. Install square tile to basket weave pattern. Allow minimum 1/2 full size tile width at room or area perimeter.

### **3.04 INSTALLATION - RESILIENT BASE**

- A. Fit joints tightly and make vertical. Maintain minimum dimension of 18 inches (45 mm) between joints.
- B. Resilient Base - Miter internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold. At exposed ends, use manufacturer's premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.

### **3.05 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

### **3.06 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

- B. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

**END OF SECTION**

**SECTION 09 81 00  
ACOUSTIC INSULATION****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Batt Acoustical Insulation.

**1.02 REFERENCE STANDARDS**

- A. ASTM C 423 - Standard Test Method for Sound Absorption and Sound Absorption Coefficients by the Reverberation Room Method.
- B. ASTM C 553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications.
- C. ASTM C 665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- D. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.
- F. ASTM E 136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C.
- G. ASTM E 814 - Standard Test Method for Fire Tests of Through-Penetration Fire Stops.
- H. National Fire Protection Association (NFPA) Life Safety Code.

**1.03 SUBMITTALS**

- A. Submit under provisions of Section 01 30 00 - Administrative Requirements.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Storage and handling requirements and recommendations.
  - 3. Installation methods.
- C. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Manufacturer with a minimum of ten years of documented experience manufacturing products in this section shall provide all products listed.
- B. Installer Qualifications: Products listed in this section shall be installed by a single organization with at least five years of documented experience successfully installing insulation on projects of similar type and scope as specified in this section.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.
- B. Store materials in dry locations with adequate ventilation, free from water, and in such a manner to permit easy access for inspection and handling.
- C. Handle materials to avoid damage.
- D. Ensure that products of this section are supplied in time to prevent interruption of construction progress.

**1.06 PROJECT CONDITIONS**

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. CertainTeed Corporation: [www.certainteed.com](http://www.certainteed.com).
  - 1. Basis of Design or approved substitution.
- B. Johns Manville: [www.jm.com](http://www.jm.com).
- C. Owens-Corning Fiberglass Corporation: [www.owenscorning.com](http://www.owenscorning.com).
- D. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 APPLICATIONS**

- A. Interior Partitions: Batt type.

**2.03 MATERIALS**

- A. Acoustical/Thermal Insulation: CertainTeed Sound Attenuation NoiseReducer Batts preformed glass fiber batt insulation (Basis of Design or approved substitution).
  - 1. Location: Between studs - friction fit, coordinate thickness with wall type.
  - 2. Facing: ASTM C 665, Type 1, Unfaced.
    - a. Fire Hazard Classification ASTM E84.
    - b. Maximum Flame Spread Index of 25.
    - c. Maximum Smoke Developed Index of 50.
    - d. Noncombustible ASTM E 136, passes.
  - 3. Thermal Resistance: R of 11 (RSI 1.9) and R of 19 (RSI 3.3).
  - 4. Thickness: 3 1/2 inches (89 mm) and 6 1/4" (159 mm).
  - 5. Width: As required by project conditions.

**PART 3 EXECUTION****3.01 EXAMINATION**

- A. Do not begin installation until substrates have been properly prepared.
- B. Verify that all interior walls, partitions, and ceiling assembly construction has been completed to the point where the insulation may correctly be installed.
- C. Verify that mechanical and electrical services in ceilings, walls and floors have been installed and tested and, if appropriate, verify that adjacent materials are dry and ready to receive insulation.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.02 PREPARATION**

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

**3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install in spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within plane of insulation.

**3.04 PROTECTION**

- A. Protect installed products until completion of project.

**END OF SECTION**

**SECTION 09 91 13  
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.
  - 1. Mechanical and Electrical:
    - a. On the roof and outdoors, paint equipment exposed to weather or to view, including factory-finished materials.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
  - 5. Roof mechanical equipment screen.
  - 6. Floors, unless specifically indicated.
  - 7. Ceramic and other types of tiles.
  - 8. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
  - 9. Glass.
  - 10. Concealed pipes, ducts, and conduits.

**1.02 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. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - 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.
  - 4. Manufacturer's installation instructions.
- C. Samples: Submit two paper chip samples, 2 x 2 inch (50 x 50 mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors for each color and system selected with specified coats cascaded. Submit on tempered hardboard, 8 1/2 x 11 inch (216 x 279 mm) in size.
- 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.

#### **1.04 MAINTENANCE MATERIALS**

- A. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gallon (4 L) 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 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years documented experience.

#### **1.06 MOCK-UPS**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Locate where directed by Architect.
- C. Mock-up may remain as part of the work.

#### **1.07 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 (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.08 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 (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles (860 lx) 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. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 2. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
  - 3. Benjamin Moore & Co.: [www.benjaminmoore.com](http://www.benjaminmoore.com).
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.



**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.
  - 2. 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:
    - a. 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. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors: To be selected from manufacturer's full range of available colors.
  - 1. Selection to be made by Architect after award of contract.
  - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
  - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

**2.03 PAINT SYSTEMS - EXTERIOR**

- A. Paint E-OP - Exterior Surfaces to be Painted, Unless Otherwise Indicated.
  - 1. Two top coats and one coat primer.
  - 2. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Paint CE-OP-3A - Concrete/Masonry, Opaque, Acrylic, 3 Coat:
  - 1. One coat of block filler.
  - 2. Satin: Two coats of elastomeric.
- C. Paint ME-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
  - 1. One coat of latex primer.
  - 2. Semi-gloss: Two coats of latex enamel.
- D. Paint ME-OP-2L - Ferrous Metals, Primed, Latex, 2 Coat:
  - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
  - 2. Semi-gloss: Two coats of latex enamel.
- E. Paint MgE-OP-3L - Galvanized Metals, Latex, 3 Coat:
  - 1. One coat galvanize primer.
  - 2. Semi-gloss: Two coats of latex enamel.

**2.04 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 properly 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. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. 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 mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with a solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Masonry:
  - 1. Prepare surface as recommended by top coat manufacturer.
- G. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. 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 in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- H. 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.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- F. Sand 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 CLEANING**

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

**3.05 PROTECTION**

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Final Acceptance.

**END OF SECTION**

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**SECTION 09 91 23  
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.
  - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
  - 2. Mechanical and Electrical:
    - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
  - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
  - 2. Items indicated to receive other finishes.
  - 3. Items indicated to remain unfinished.
  - 4. 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. Ceramic and other tiles.
  - 8. Glass.
  - 9. Concealed pipes, ducts, and conduits.

**1.02 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. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- C. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- D. SSPC-SP 2 - Hand Tool Cleaning; 2018.
- E. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - 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.
  - 4. Manufacturer's installation instructions.
- C. Samples: Submit two paper chip samples, 2 x 2 inch (50 x 50 mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.
- D. Samples: Submit two painted samples, illustrating selected colors for each color and system selected with specified coats cascaded. Submit on tempered hardboard, 8 1/2 x 11 inch (216 x 279 mm) in size.
- E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.

- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. 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.

#### **1.04 MAINTENANCE MATERIALS**

- A. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
  - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
  - 2. Extra Paint and Finish Materials: 1 gal (4 L) 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 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum of three years of documented experience.

#### **1.06 MOCK-UP**

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Locate where directed by Architect.
- C. Mock-up may remain as part of the work.

#### **1.07 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 (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

#### **1.08 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 (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc (860 lux) 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: \_\_\_\_\_.
  - 2. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 3. Benjamin Moore & Co.: [www.benjaminmoore.com](http://www.benjaminmoore.com).

4. Sherwin-Williams Company: [www.sherwin-williams.com/#sle](http://www.sherwin-williams.com/#sle).
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

## 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.
  2. 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. Supply each paint material in quantity required to complete entire project's work from a single production run.
  4. 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:
    - a. 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. Flammability: Comply with applicable code for surface burning characteristics.
- D. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- E. Colors:
  1. Selection to be made by Architect after award of contract.
  2. Allow for minimum of ten colors for each system, unless otherwise indicated, without additional cost to Owner.
  3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
  4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.

## 2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, uncoated steel, and shop primed steel.
  1. Two top coats and one coat primer.
  2. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.
  3. Primer: As recommended by top coat manufacturer for specific substrate.
- B. 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): High Performance Architectural Interior Latex.
  4. Top Coat Sheen:
    - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
  5. Primer: As recommended by top coat manufacturer for specific substrate.
- C. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
  1. One coat of latex primer.
  2. Semi-gloss: Two coats of latex enamel.

- D. Paint Mgl-OP-3L - Galvanized Metals, Latex, 3 Coat:
  - 1. One coat galvanize primer.
  - 2. Semi-gloss: Two coats of latex enamel.
- E. Paint CI-OP-3E - Concrete/Masonry, Epoxy Enamel, 3 Coat:
  - 1. One coat of catalyzed epoxy primer.
  - 2. Semi-Gloss: Two coats of catalyzed epoxy enamel.
- F. Paint GI-OP-3A - Gypsum Board/Plaster, Alkyd, 3 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Semi-gloss: Two coats of industrial alkyd urethane.
  - 3. Locations: All toilet room gypsum board walls.
- G. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
  - 1. One coat of alkyd primer sealer.
  - 2. Flat: Two coats of latex enamel.

#### **2.04 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. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. 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. Gypsum Wallboard: 12 percent.
  - 2. 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.
  - 1. General Storage rooms 617 and 618 are existing rooms that were previously used for coal storage and coal fired boiler rooms. Coal residue is on all surfaces and must be thoroughly cleaned and prepared by methods recommended by the manufacturer. Minimum requirements include:
    - a. Thorough cleaning.
    - b. Application of stain kill primer.
    - c. Application of block filler.
    - d. Application of epoxy paint.
- 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. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Masonry:
  - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
  - 2. Prepare surface as recommended by top coat manufacturer.
- G. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. 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 in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.

### 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.
- 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 CLEANING

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

### 3.05 PROTECTION

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

**END OF SECTION**

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**SECTION 10 14 00  
SIGNAGE****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Room and door signs.

**1.02 REFERENCE STANDARDS**

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Shop Drawings: Submit shop drawings listing sign size, letter form and letter heights.
- D. Signage Schedule: Provide information sufficient to completely define each sign for fabrication, including room number, room name, other text to be applied, sign and letter sizes, fonts, and colors.
  - 1. When room numbers to appear on signs differ from those on drawings, include the drawing room number on schedule.
  - 2. When content of signs is indicated to be determined later, request such information from Owner through Architect at least 2 months prior to start of fabrication; upon request, submit preliminary schedule.
  - 3. Submit for approval by Owner through Architect prior to fabrication.
- E. Samples: Submit two samples of each type of sign, of size similar to that required for project, illustrating sign style, font, and method of attachment.
- F. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.
- G. Verification Samples: Submit samples showing colors specified.
- H. Manufacturer's Installation Instructions: Include installation templates and attachment devices.
- I. Manufacturer's Qualification Statement.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Package signs as required to prevent damage before installation.
- B. Package room and door signs in sequential order of installation, labeled by floor or building.
- C. Store tape adhesive at normal room temperature.

**1.06 FIELD CONDITIONS**

- A. Do not install tape adhesive when ambient temperature is lower than recommended by manufacturer.
- B. Maintain this minimum temperature during and after installation of signs.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Flat Signs:
  - 1. Best Sign Systems, Inc: [www.bestsigs.com/#sle](http://www.bestsigs.com/#sle).

- a. Lucent custom to match existing Basis of Design or approved substitution.
- 2. FASTSIGNS: [www.fastsigns.com/#sle](http://www.fastsigns.com/#sle).
- 3. Inpro: [www.inprocorp.com/#sle](http://www.inprocorp.com/#sle).
- 4. Mohawk Sign Systems, Inc: [www.mohawksign.com/#sle](http://www.mohawksign.com/#sle).
- 5. Seton Identification Products: [www.seton.com/aec](http://www.seton.com/aec).
- 6. ASI Sign Systems, Inc: [www.asisignage.com](http://www.asisignage.com).
- 7. Gemini, Inc.: [www.geminisigns.com](http://www.geminisigns.com).
- 8. Avalis Wayfinding Solutions: [www.avalisway.com](http://www.avalisway.com).
- 9. Substitutions: See Section 01 60 00 - Product Requirements.

## 2.02 SIGNAGE APPLICATIONS - FLAT

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 and applicable building codes, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Room and Door Signs: Provide a sign for every doorway, whether it has a door or not, not including corridors, lobbies, and similar open areas.
  - 1. Sign Type: Match Owner's existing standard.
  - 2. Provide "tactile" signage, with letters raised minimum 1/32 inch (0.8 mm) and Grade II braille.
  - 3. Copy Position: As indicated on drawings.
  - 4. Sign Height: As necessary for compliance with ANSI/ICC A 117.1 Chapter 7 and to match existing.
  - 5. Classroom and Office Doors: Identify with room numbers to be determined later, not the numbers shown on the drawings; in addition, provide "window" section for replaceable occupant name.
    - a. Match Owner's existing standard.
  - 6. Conference and Meeting Rooms: Identify with room numbers to be determined later, not the numbers indicated on drawings; in addition, provide "window" section with sliding "In Use/Vacant" indicator.
    - a. Match Owner's existing standard.
  - 7. Service Rooms: Identify with room names and numbers to be determined later, not those indicated on drawings.
    - a. Match Owner's existing standard.
  - 8. Rest Rooms: Identify with pictograms, the names "MEN" and "WOMEN" and braille.
    - a. 8" x 10" with a gender symbol and the verbal description placed directly below followed by Grade 2 braille.
    - b. Match Owner's existing standard.

## 2.03 SIGN TYPES - FLAT

- A. Flat Signs: Signage media without frame.
  - 1. Match Owner's existing standard.
- B. Color and Font: Unless otherwise indicated:
  - 1. Match Owner's existing standard.

## 2.04 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Tape Adhesive: Double sided tape, permanent adhesive.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify installation conditions previously established under other sections are acceptable for product installation in accordance with manufacturer's instructions.
- B. Scheduling of installation implies that substrate and conditions are prepared and ready for product installation. Proceeding with installation implies installer's acceptance of substrate and conditions.

**3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.
- D. Protect from damage until Date of Substantial Completion; repair or replace damaged items.

**3.03 CLEANING**

- A. Clean installed products in accordance with manufacturer's instructions prior to Owner's acceptance.
- B. Remove temporary coverings and protection to adjacent work areas.
- C. Repair scratches and other damage which might have occurred during installation. Replace components where repairs were made but are still visible to the unaided eye from a distance of 10 feet.

**END OF SECTION**

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**SECTION 10 28 00  
TOILET, BATH, AND LAUNDRY ACCESSORIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Commercial toilet accessories.
- B. Commercial shower and bath accessories.
- C. Under-lavatory pipe supply covers.
- D. Diaper changing stations.
- E. Utility room accessories.

**1.02 REFERENCE STANDARDS**

- A. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2022.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- 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 F2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use; 2022.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - 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 MANUFACTURERS**

- A. Commercial Toilet, Shower, and Bath Accessories:
  - 1. ASI - American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
    - a. Basis of Design or approved substitution.
  - 2. Bradley Corporation: [www.bradleycorp.com](http://www.bradleycorp.com).
  - 3. Bobrick: [www.bobrick.com](http://www.bobrick.com).
  - 4. Substitutions: Section 01 60 00 - Product Requirements.
- B. Provide products of each category type by single manufacturer.

**2.02 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.
  - 1. Grind welded joints smooth.
  - 2. Fabricate units made of metal sheet of seamless sheets with flat surfaces.
- B. Keys: Provide two keys for each key operated accessory to Architect .
- C. Stainless Steel Sheet: ASTM A666, Type 304.

- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Mirror Glass: Annealed float glass, ASTM C1036 Type I, Class 1, Quality Q2, with silvering, protective and physical characteristics complying with ASTM C1503.
- G. Adhesive: Two component epoxy type, waterproof.
- H. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.
- I. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

### 2.03 FINISHES

- A. Stainless Steel: Satin finish, unless otherwise noted.
- B. Back paint components where contact is made with building finishes to prevent electrolysis.

### 2.04 COMMERCIAL TOILET ACCESSORIES

- A. Toilet Paper Dispenser - TD: Double roll, surface mounted.
  - 1. Cover: Stainless steel.
  - 2. Capacity: 10 inch roll.
  - 3. Product: ASI 0042 manufactured by ASI or approved substitution.
- B. Paper Towel Dispenser - PT: Folded paper type, stainless steel, surface-mounted, with viewing slots on sides as refill indicator and tumbler lock.
  - 1. Capacity: 400 minimum.
  - 2. Product: 0210 manufactured by ASI or approved substitution.
- C. Soap Dispenser - SD: Liquid soap dispenser, wall-mounted, surface, with stainless steel cover and vertical stainless steel tank and working parts; push type soap valve, check valve, and window gage refill indicator, tumbler lock.
  - 1. Minimum Capacity: 40 ounces (1.2 liters).
  - 2. Product: 0347 manufactured by ASI or approved substitution.
- D. Mirrors - M: Stainless steel framed, 1/4 inch (6 mm) thick annealed float glass; ASTM C1036.
  - 1. Size: As indicated on drawings.
  - 2. Product: 20650 manufactured by ASI or approved substitution.
- E. Grab Bars - GB: Stainless steel, peened surface.
  - 1. Standard Duty Grab Bars:
    - a. Push/Pull Point Load: 250 pound-force (1112 N), minimum.
    - b. Dimensions: 1-1/2 inch (38 mm) outside diameter, minimum 0.05 inch (1.3 mm) wall thickness, exposed flange mounting, 1-1/2 inch (38 mm) clearance between wall and inside of grab bar.
    - c. Finish: Satin.
    - d. Length and Configuration: As indicated on drawings.
    - e. Product: 3800-P manufactured by ASI or approved substitution.
- F. Sanitary Napkin Disposal Unit - SN: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.

### 2.05 COMMERCIAL SHOWER AND BATH ACCESSORIES

- A. Shower Curtain Rod (SC): Stainless steel tube, 1 inch (25 mm) outside diameter, 0.04 inch (1.0 mm) wall thickness, satin-finished, with 3 inch (75 mm) outside diameter, minimum 0.04 inch (1.0 mm) thick satin-finished stainless steel flanges, for concealed mounting.
  - 1. Products: 1214-2 manufactured by ASI or approved substitution.
- B. Shower Curtain (:
  - 1. Material: Opaque vinyl, 0.008 inch (0.2 mm) thick, matte finish, with antibacterial treatment, flameproof and stain-resistant.



2. Size: 36 by 72 inches (914 by 1830 mm), hemmed edges.
  3. Grommets: Stainless steel; pierced through top hem on 6 inch (150 mm) centers.
  4. Color: As selected from manufacturer's standard colors.
  5. Shower curtain hooks: Chrome-plated or stainless steel spring wire designed for snap closure.
    - a. Product: 1200-SHU manufactured by ASI or approved substitution.
  6. Products: 1200-V manufactured by ASI or approved substitution.
- C. Robe Hook - H: Heavy-duty stainless steel, double-prong, rectangular-shaped bracket and backplate for concealed attachment, satin finish.
1. Product: 7340-S manufactured by ASI or approved substitution.

## **2.06 DIAPER CHANGING STATIONS**

- A. Diaper Changing Station - CS: Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
1. Material: Stainless steel.
  2. Mounting: Surface.
  3. Product: 9018 manufactured by ASI or approved substitution.

## **2.07 UTILITY ROOM ACCESSORIES**

- A. Combination Utility Shelf/Mop and Broom Holder - MS: 0.05 inch (1.3 mm) thick stainless steel, Type 304, with 1/2 inch (12 mm) returned edges, 0.06 inch (1.6 mm) steel wall brackets.
1. Hooks: Four, 0.06 inch (1.6 mm) stainless steel rag hooks at shelf front.
  2. Mop/broom holders: Three spring-loaded rubber cam holders at shelf front.
  3. Length: 34 inches (864 mm).
  4. Product: 1308-3 as manufactured by ASI or approved substitution.
  5. Installation: One in each janitors room.
    - a. Coordinate location with owner.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

### **3.02 PREPARATION**

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. 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. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated.

### **3.04 PROTECTION**

- A. Protect installed accessories from damage due to subsequent construction operations.

**END OF SECTION**

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**SECTION 10 44 00  
FIRE PROTECTION SPECIALTIES****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Fire extinguishers.
- B. Accessories.
- C. Fire Department Key Lock Box.

**1.02 REFERENCE STANDARDS**

- A. FM (AG) - FM Approval Guide; Current Edition.
- B. NFPA 10 - Standard for Portable Fire Extinguishers; 2022.
- C. UL (DIR) - Online Certifications Directory; Current Edition.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide extinguisher operational features, extinguisher ratings and classifications, color and finish, anchorage details, and installation instructions.
- C. Shop Drawings: Indicate locations of cabinets and cabinet physical dimensions.
- D. Manufacturer's Installation Instructions: Indicate special criteria and wall opening coordination requirements.
- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Maintenance Data: Include test, refill or recharge schedules and re-certification requirements.

**1.04 FIELD CONDITIONS**

- A. Do not install extinguishers when ambient temperature may cause freezing of extinguisher ingredients.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Fire Extinguishers:
  - 1. Ansul, a Tyco Business: [www.ansul.com/#sle](http://www.ansul.com/#sle).
  - 2. Kidde, a unit of United Technologies Corp: [www.kidde.com](http://www.kidde.com).
  - 3. Pyro-Chem, a Tyco Business: [www.pyrochem.com/#sle](http://www.pyrochem.com/#sle).
  - 4. JL Industries, Inc. : [www.jlindustries.com](http://www.jlindustries.com).
  - 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Fire Extinguisher Cabinets and Accessories:
  - 1. Activar Construction Products Group - JL Industries: [www.activarcpg.com/#sle](http://www.activarcpg.com/#sle).
  - 2. Kidde, a unit of United Technologies Corp: [www.kidde.com](http://www.kidde.com).
  - 3. Larsen's Manufacturing Co: [www.larsensmfg.com/#sle](http://www.larsensmfg.com/#sle).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 FIRE EXTINGUISHERS**

- A. Fire Extinguishers - General: Comply with product requirements of NFPA 10 and applicable codes, whichever is more stringent.
  - 1. Provide extinguishers labeled by UL (DIR) or FM (AG) for purpose specified and as indicated.
- B. Multipurpose Dry Chemical Type Fire Extinguishers: Carbon steel tank, with pressure gauge.
  - 1. Stored Pressure Operated: Deep Drawn.
  - 2. Class: A:B:C type.
  - 3. Size: 10 pound (4.54 kg).
  - 4. Finish: Baked polyester powder coat, color as selected.

5. Temperature range: Minus 40 degrees F (Minus 40 degrees C) to 120 degrees F (49 degrees C).
- C. Dry Chemical Type Fire Extinguishers: Stainless steel tank, with pressure gauge.
  1. Class: K type.
  2. Size: 1.6 gallons (6 L).
  3. Finish: Polished stainless steel.
  4. Temperature range: Minus 20 degrees F (Minus 29 degrees C) to 120 degrees F (49 degrees C).

### **2.03 ACCESSORIES**

- A. Extinguisher Brackets: Formed steel, galvanized and enamel finished.
- B. Lettering: "FIRE EXTINGUISHER" decal, or vinyl self-adhering, pre-spaced black lettering in accordance with authorities having jurisdiction (AHJ).

### **2.04 FIRE DEPARTMENT LOCK BOX**

- A. Fire Department Lock Box - Basis of Design: 3200 series Knox-Box by Know Company or approved substitution.
- B. Fire Department Lock Box: Heavy-duty, recessed, solid stainless-steel box with hinged door and interior gasket seal; single drill resistant lock with dust covers and tamper alarm.
  1. Capacity: Holds 2 keys.
  2. Finish: Manufacturer's standard dark bronze.
  3. Door: Weather resistant gasket.
  4. Options:
    - a. Tamper alarm switch, UL Listed.
    - b. Recessed mounting kit.
    - c. Inside switch.
- C. Manufacturers - Fire Department Lock Box:
  1. Knox Company; Knox-Box Rapid Entry System: [www.knoxbox.com](http://www.knoxbox.com).
  2. Kidde: [www.kidde.com](http://www.kidde.com).
  3. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Location: Coordinate with Owner and Fire Marshal.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify rough openings are correctly sized and located.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Install plumb and level in wall openings, inside bottom of cabinet.
- C. Secure rigidly in place.
- D. Place extinguishers in cabinets.

**END OF SECTION**

**SECTION 12 21 13  
HORIZONTAL LOUVER BLINDS****PART 1 GENERAL****1.01 SECTION INCLUDES**

- A. Horizontal slat louver blinds.
- B. Operating hardware.

**1.02 REFERENCE STANDARDS**

- A. WCMA A100.1 - Standard for Safety of Window Covering Products; 2022.

**1.03 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the placement of concealed blocking to support blinds. See Section 06 10 00.

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating physical and dimensional characteristics.
- C. Shop Drawings: Indicate opening sizes, tolerances required, method of attachment, clearances, and operation.
- D. Samples: Submit two samples, 6 inch long illustrating slat materials and finish, color, cord type and color.
- E. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

**1.06 PROJECT CONDITIONS**

- A. Coordinate the work with window installation and placement of concealed blocking to support blinds.
- B. Take field measurements to determine sizes required.

**PART 2 PRODUCTS****2.01 MANUFACTURERS**

- A. Horizontal Louver Blinds Without Side Guides:
  - 1. Hunter Douglas Architectural: [www.hunterdouglasarchitectural.com/#sle](http://www.hunterdouglasarchitectural.com/#sle).
  - 2. Levolor Contract: [www.levolorcontract.com](http://www.levolorcontract.com).
  - 3. SWFcontract, a division of Spring Window Fashions, LLC.: [www.swfcontract.com](http://www.swfcontract.com).
  - 4. Substitutions: See Section 01 60 00 - Product Requirements.

**2.02 BLINDS WITHOUT SIDE GUIDES**

- A. Description: Horizontal slat louvers hung from full-width headrail with full-width bottom rail.
- B. Manual Operation: Control of raising and lowering by cord with full range locking; blade angle adjustable by control wand.
- C. Metal Slats: Spring tempered pre-finished aluminum; radiused slat corners, with manufacturing burrs removed.
  - 1. Width: 1 inch (25 mm).
  - 2. Thickness: 0.006 inch (0.15 mm).
  - 3. Color: As selected from manufacturer's full range.
- D. Slat Support: Woven polypropylene cord, ladder configuration.
- E. Head Rail: Pre-finished, formed aluminum box, with end caps; internally fitted with hardware, pulleys, and bearings for operation; same depth as width of slats.

- F. Bottom Rail: Pre-finished, formed steel; with end caps.
  - 1. Color: Same as headrail.
- G. Lift Cord: Braided nylon; continuous loop; complying with WCMA A100.1.
  - 1. Free end weighted.
- H. Control Wand: Extruded hollow plastic; hexagonal shape.
  - 1. Removable type.
  - 2. Length of window opening height less 3 inch (76 mm).
  - 3. Color: As selected by Architect from manufacturer's full range.
- I. Headrail Attachment: Wall brackets.
- J. Accessory Hardware: Type recommended by blind manufacturer.

### **2.03 FABRICATION**

- A. Determine sizes by field measurement.
- B. Fabricate blinds to fit within openings with uniform edge clearance of 1/4 inch (6.25 mm).
- C. At openings requiring multiple blind units, provide separate blind assemblies with space of 1/4 inch (6.25 mm) between blinds, located at window mullion centers.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that openings are ready to receive the work.
- B. Ensure structural blocking and supports are correctly placed. See Section 06 10 00.

#### **3.02 INSTALLATION**

- A. Install blinds in accordance with manufacturer's instructions.
- B. Secure in place with concealed fasteners.
- C. Install at all exterior windows/storefronts unless specifically noted otherwise.

#### **3.03 TOLERANCES**

- A. Maximum Variation of Gap at Window Opening Perimeter: 1/4 inch (6 mm).
- B. Maximum Offset From Level: 1/8 inch (3 mm).

#### **3.04 ADJUSTING**

- A. Adjust blinds for smooth operation.

#### **3.05 CLEANING**

- A. Clean blind surfaces just prior to occupancy.

**END OF SECTION**