

# **Collbran Congregational Church**

## **ADA Renovations**

**2003 High Street  
Collbran CO, 81624**

PROJECT MANUAL

Architects Project No. 2075

FOR CONSTRUCTION

April 07, 2021



**Architecture  
Interior Design  
Project Management**

**622 Rood Avenue  
Grand Junction, CO 81501  
970-242-1058 office**

**BLYTHE GROUP + co.**

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**SECTION 00 11 13**  
**ADVERTISEMENT FOR BIDS**

**FROM:**

**THE OWNER (HEREINAFTER REFERRED TO AS OWNER ):**

Collbran Congregational Church

Address:

2003 High Street

Collbran, Colorado 81624

**AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT ):**

BG+co.

Address:

622 Rood Avenue, Unit A

Grand Junction, CO 81501

**DATE: APRIL 07, 2021**

**TO: POTENTIAL BIDDERS**

Your firm is invited to submit an offer under seal to Owner for renovations of the facility located at the above address before 2:00 pm local standard time on the 03 day of May, 2021, for:

All bidders are required to prequalify to the requirements described in Document 00 21 13 - Instructions to Bidders.

Project Description: ADA restroom renovations, Existing restroom renovations and installation of casework.

Electronic Bid Documents for a Stipulated Sum contract may be obtained from the office of the Design Professional or the Western Colorado Contractors Association free of charge.

Printed Bid Documents may be purchased from Plaza Reprographics 1938 N 1st Street #4, Grand Junction, CO 81501 (970) 243-1725.

Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.

Your offer will be required to be submitted under a condition of irrevocability for a period of 30 days after submission.

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

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**SECTION 00 21 13**  
**INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 DOCUMENT INCLUDES**

- A. Invitation
  - 1. Bid Submission
  - 2. Intent
  - 3. Work Identified in Contract Documents
  - 4. Contract Time
- B. Bid Documents and Contract Documents
  - 1. Definitions
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
  - 6. Product/Assembly/System Substitutions
- C. Site Assessment
  - 1. Prebid Conference
- D. Qualifications
  - 1. Qualifications
  - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
  - 1. Submission Procedure
  - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements
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  - 2. Bid Form Requirements
  - 3. Fees for Changes in the Work
  - 4. Bid Form Signature
- G. Offer Acceptance/Rejection
  - 1. Duration of Offer
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## **1.02 RELATED DOCUMENTS**

- A. Document 01 10 00 - Summary.
- B. Document 00 11 13 - Advertisement for Bids.
- C. Document 00 41 00 - Bid Form.

## **INVITATION**

### **2.01 BID SUBMISSION**

- A. Bids signed and under seal, executed, and dated will be received at the office of the Architect at 622 Rood Avenue, Unit A, Grand Junction CO, 81501 before 2:00 p.m. local standard time on the 03 day of May, 2021.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened at 2:00 p.m. on the 03 day of May, at the office of The Architect.

### **2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete an interior renovation located at 2003 High Street, Collbran, CO for a Stipulated Sum contract, in accordance with Contract Documents.

### **2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction, renovation, and demolition, including general construction, mechanical, and electrical Work.

### **2.04 CONTRACT TIME**

- A. Identify Contract Time in the Bid Form. The completion date in the Agreement shall be the Contract Time added to the commencement date.

## **BID DOCUMENTS AND CONTRACT DOCUMENTS**

### **3.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form identified.
- B. Contract Documents: Defined in AIA document A105 - 2017 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

### **3.02 CONTRACT DOCUMENTS IDENTIFICATION**

- A. Contract Documents are identified as Project Number 2075, as prepared by Architect who is located at 622 Rood Avenue, Unit A, Grand Junction CO, 81501, and with contents as identified in the Project Manual.

### **3.03 AVAILABILITY**

- A. Electronic Bid Documents may be obtained from the Architect BG+co via email [bmartin@bgco.com](mailto:bmartin@bgco.com).

### **3.04 EXAMINATION**

- A. Bid Documents are on display at the offices of the following construction plan rooms:

- B. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- C. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

### **3.05 INQUIRIES/ADDENDA**

- A. Direct questions to Burke Martin, email; bmartin@bgco.com.
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 8 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and the Western Colorado Contractors Association .

### **3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 8 days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 01 25 00 - Substitution Procedures. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- C. When a request to substitute a product is made, Architect may approve the substitution and will issue an Addendum to known bidders.
- D. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- E. The submission shall provide sufficient information to determine acceptability of such products.
- F. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- G. Provide products as specified unless substitutions are submitted in this manner and accepted.

## **SITE ASSESSMENT**

### **4.01 MANDATORY PREBID CONFERENCE**

- A. A mandatory bidders conference has been scheduled for 2:00 p.m. on the 14 day of April, 2021 at the project location.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. An attendee list will be circulated to attendees. This list will not form part of Contract Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

## **QUALIFICATIONS**

### **5.01 EVIDENCE OF QUALIFICATIONS**

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the County.

## **5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

## **BID SUBMISSION**

### **6.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, or irregularities may be cause not to open the Bid Form envelope and declare the bid invalid or informal.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.

### **6.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide insurance requirements may, at the discretion of Owner, be waived.

## **BID ENCLOSURES/REQUIREMENTS**

### **7.01 INSURANCE**

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

### **7.02 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.
- B. Materials will be tax exempt.

### **7.03 FEES FOR CHANGES IN THE WORK**

- A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

### **7.04 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.

3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

## **OFFER ACCEPTANCE/REJECTION**

### **8.01 DURATION OF OFFER**

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

### **8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

## **END OF SECTION**

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**SECTION 00 41 00**

**BID FORM**

**THE PROJECT AND THE PARTIES**

**TO:**

Owner

Collbran Congregational Church

2003 High Street

Collbran, Colorado 81624

**FOR:**

Project: Collbran Congregational Church ADA Renovation

Project Number: 2075

2003 High Street

Collbran, Colorado 81624

**DATE:** \_\_\_\_\_ (BIDDER TO ENTER DATE)

**SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

Bidder's Full Name \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

**OFFER**

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by BG+co for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:

\_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.

We understand this is a tax exempt project. As such there are no federal taxes or taxes are included in the Bid Sum.

**ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

If this bid is accepted by Owner within the time period stated above, we will:

Execute the Agreement within seven days of receipt of Notice of Award.

Commence work within seven days after written Notice to Proceed of this bid.

**CONTRACT TIME**

If this Bid is accepted, we will:

Complete the Work in \_\_\_\_\_ calendar weeks from Notice to Proceed. (Bidder to enter number of weeks.)

#### **CHANGES TO THE WORK**

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

\_\_\_\_\_ percent overhead and profit on the net cost of our own Work;

\_\_\_\_\_ percent on the cost of work done by any Subcontractor.

On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

#### **ADDENDA**

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

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

#### **BID FORM SIGNATURE(S)**

\_\_\_\_\_

(Bidder - print the full name of your firm)

\_\_\_\_\_

(Authorized signing officer, Title)

\_\_\_\_\_

(Authorized signing officer, Title)

**IF THE BID IS A JOINT VENTURE OR PARTNERSHIP, ADD ADDITIONAL FORMS OF EXECUTION FOR EACH MEMBER OF THE JOINT VENTURE IN THE APPROPRIATE FORM OR FORMS AS ABOVE.**

**END OF SECTION**

**SECTION 00 52 00**  
**AGREEMENT FORM**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

- A. AIA Document A105 - 2017 Standard Short Form of Agreement Between Owner and Contractor

**1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.**

**1.03 RELATED REQUIREMENTS**

- A. Section 00 72 00 - General Conditions.

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

**END OF SECTION**



# DRAFT AIA® Document A105™ – 2017

## Standard Short Form of Agreement Between Owner and Contractor

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)

« Collbran Congregational Church »« »  
« 2003 High Street »  
« Collbran, CO 81624 »  
« »

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

« »« »  
« »  
« »  
« »

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

« ADA Renovations »  
« 1 RESTROOM TO PROVIDE A UNI-SEX RESTROOM MEETING CURRENT ACCESSIBILITY REQUIREMENTS. REPLACEMENT OF INTERIOR FINISHES, PLUMBING FIXTURES, AND RELOCATION OF LIGHTING AND ADDITION OF MECHANICAL EXHAUST FANS IN 3 RESTROOMS. REPLACEMENT OF INTERIOR FINISHES IN ONE HALLWAY. ADDITION OF CASEWORK INCLUDING A SINK AND RELOCATION / ADDITION OF ELECTRICAL OUTLETS. »  
« »

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

« BG+co. (Blythe Group +co) »« »  
« 622 Rood Avenue, Unit A »  
« Grand Junction, CO 81501 »  
« »

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.

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

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### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « 04/07/2021 », and enumerated as follows:

Drawings:

Number	Title	Date
<u>-G0-1</u>	<u>Title Sheet</u>	<u>04/07/2021</u>
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E2-1

Electrical Plans

02/09/2021

Specifications:

**Section** **Project Manual**

**-Divisions 00, 01, 02, 06, 07,  
08, 09, 10, 12**

**Title**

**Collbran Congregational  
Church ADA Renovations:  
FOR CONSTRUCTION  
Dated 04/07/2021**

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- .3 addenda prepared by the Architect as follows:

**Number**

**Date**

**Pages**

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

- .5 other documents, if any, identified as follows:

« »

## ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

### § 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

*(Insert the date of commencement if other than the date of this Agreement.)*

« »

### § 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

*(Check the appropriate box and complete the necessary information.)*

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

[ « » ] By the following date: « »

## ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « » )

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:  
*(Itemize the Contract Sum among the major portions of the Work.)*

**Portion of the Work**

**Value**

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

*(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« NONE »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:  
(Identify each allowance.)

Item	Price
NONE	

§ 3.5 Unit prices, if any, are as follows:  
(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)
NONE		

#### ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:  
(Insert below timing for payments and provisions for withholding retainage, if any.)

« Payments will be net 30 with 5% retainage until final completion. »

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

« 18 » % « Per annum »

#### ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « One Hundred Thousand » (\$ « 100,000.00 » ) each occurrence, « One Million » (\$ « 1,000,000.00 » ) general aggregate, and « One Million » (\$ « » ) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Hundred Thousand » (\$ « 100,000.00 » ) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than statutory limits, « » (\$ « » ) each accident, « » (\$ « » ) each employee, and « » (\$ « » ) policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

#### § 5.1.7 Other Insurance Provided by the Contractor

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

**Coverage****None****Limits**

**§ 5.2** The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

**§ 5.3** The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

**§ 5.4** Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

**§ 5.5** Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

**ARTICLE 6 GENERAL PROVISIONS****§ 6.1 The Contract**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 The Work**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 Intent**

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.

**§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

**§ 6.5 Electronic Notice**

Written notice under this Agreement may be given by one party to the other by email as set forth below.

*(Insert requirements for delivering written notice by email 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.)*

« »

**ARTICLE 7 OWNER****§ 7.1 Information and Services Required of the Owner**

**§ 7.1.1** If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

**§ 7.1.2** Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

**§ 7.1.3** Prior to commencement of the Work, at the written request of 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.

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

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

#### **§ 7.3 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 seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

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

**§ 7.4.1** The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

**§ 7.4.2** The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

### **ARTICLE 8 CONTRACTOR**

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

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

**§ 8.1.2** The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

#### **§ 8.2 Contractor's Construction Schedule**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

#### **§ 8.3 Supervision and Construction Procedures**

**§ 8.3.1** 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.

**§ 8.3.2** The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

#### **§ 8.4 Labor and Materials**

**§ 8.4.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

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

### **§ 8.5 Warranty**

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment 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 12.5.

### **§ 8.6 Taxes**

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

### **§ 8.7 Permits, Fees and Notices**

**§ 8.7.1** The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

**§ 8.7.2** The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. 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 full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

### **§ 8.8 Submittals**

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

### **§ 8.9 Use of Site**

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

### **§ 8.10 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

### **§ 8.11 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

### **§ 8.12 Indemnification**

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.

## **ARTICLE 9 ARCHITECT**

**§ 9.1** The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.



**§ 9.2** The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

**§ 9.3** The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

**§ 9.4** Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

**§ 9.5** The Architect has authority to reject Work that does not conform to the Contract Documents.

**§ 9.6** The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

**§ 9.7** On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

**§ 9.8** 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.

**§ 9.9** The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

## **ARTICLE 10 CHANGES IN THE WORK**

**§ 10.1** The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

**§ 10.2** The Architect may authorize or 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. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

**§ 10.3** If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

## **ARTICLE 11 TIME**

**§ 11.1** Time limits stated in the Contract Documents are of the essence of the Contract.

**§ 11.2** If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

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



## **ARTICLE 12 PAYMENTS AND COMPLETION**

### **§ 12.1 Contract Sum**

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

### **§ 12.2 Applications for Payment**

**§ 12.2.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. 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 stored, and protected from damage, off the site at a location agreed upon in writing.

**§ 12.2.2** 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 other encumbrances adverse to the Owner's interests.

### **§ 12.3 Certificates for Payment**

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; (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 in writing of the Architect's reasons for withholding certification in part; 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. If certification or notification is not made within such seven-day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

### **§ 12.4 Progress Payments**

**§ 12.4.1** After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

**§ 12.4.2** The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

**§ 12.4.3** Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

**§ 12.4.4** 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 requirements of the Contract Documents.

### **§ 12.5 Substantial Completion**

**§ 12.5.1** 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 the Owner can occupy or utilize the Work for its intended use.

**§ 12.5.2** When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, 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.

## **§ 12.6 Final Completion and Final Payment**

**§ 12.6.1** Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

**§ 12.6.2** Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

**§ 12.6.3** Acceptance of final payment by the Contractor, a subcontractor or 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 13 PROTECTION OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

## **ARTICLE 14 CORRECTION OF WORK**

**§ 14.1** The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

**§ 14.2** In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

**§ 14.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

## **ARTICLE 15 MISCELLANEOUS PROVISIONS**

### **§ 15.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

### **§ 15.2 Tests and Inspections**

**§ 15.2.1** At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

**§ 15.2.2** If the Architect requires additional testing, the Contractor shall perform those tests.

**§ 15.2.3** The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

### **§ 15.3 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.

## **ARTICLE 16 TERMINATION OF THE CONTRACT**

### **§ 16.1 Termination by the Contractor**

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from

the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

## § 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

## § 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

## ARTICLE 17 OTHER TERMS AND CONDITIONS

*(Insert any other terms or conditions below.)*

« »

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

*(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)*

« »

OWNER (Signature)

« »« »

*(Printed name and title)*

CONTRACTOR (Signature)

« »« »

*(Printed name and title)*

LICENSE NO.:

JURISDICTION:

**SECTION 00 72 00**

**GENERAL CONDITIONS**

**FORM OF GENERAL CONDITIONS**

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

A. AIA Document A201 - 2017 General Conditions of the Contract for Construction.

**END OF SECTION**

# DRAFT AIA® Document A201® – 2017

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Collbran Congregational Church ADA Renovations »  
«2003 High Street  
Collbran, CO 81624 »

THE OWNER:

(Name, legal status and address)

« Collbran Congregational Church »« »  
« 2003 High Street  
Collbran, CO 81624 »

THE ARCHITECT:

(Name, legal status and address)

«BG+co (Blythe Group +co) »« »  
«622 Rood Ave., Unit A  
Grand Junction, CO 81501 »

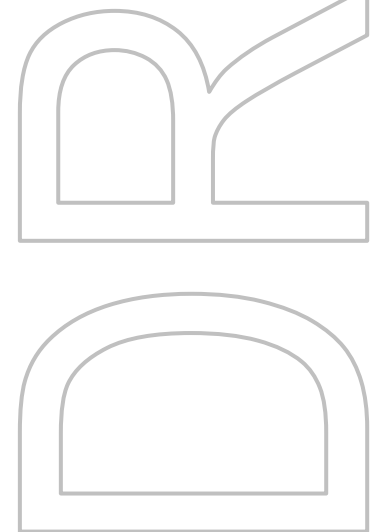
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**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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.

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

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

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

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

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

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

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

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

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

### **§ 6.2 Mutual Responsibility**

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

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

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

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

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

### **§ 6.3 Owner's Right to Clean Up**

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

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

### **§ 7.1 General**

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

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

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

### **§ 7.2 Change Orders**

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

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

### **§ 7.3 Construction Change Directives**

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

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

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

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

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

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

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

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

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

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

## § 8.2 Progress and Completion

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

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

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

## § 8.3 Delays and Extensions of Time

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

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

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

## ARTICLE 9 PAYMENTS AND COMPLETION

### § 9.1 Contract Sum

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

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

### § 9.2 Schedule of Values

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

### § 9.3 Applications for Payment

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **§ 9.6 Progress Payments**

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

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

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

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

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

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

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

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

### **§ 9.7 Failure of Payment**

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

### **§ 9.8 Substantial Completion**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**§ 10.3 Hazardous Materials and Substances**

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

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

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

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

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

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

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## SECTION 01 10 00

### SUMMARY

#### PART 1 GENERAL

##### 1.01 PROJECT

- A. Project Name: Collbran Congregational Church ADA Renovation
- B. Owner's Name: Collbran Congregational Church.
- C. Architect's Name: BG+co..
- D. The Project consists of the alteration of 1 RESTROOM TO PROVIDE A UNI-SEX RESTROOM MEETING CURRENT ACCESSIBILITY REQUIREMENTS. REPLACEMENT OF INTERIOR FINISHES, PLUMBING FIXTURES, AND RELOCATION OF LIGHTING AND ADDITION OF MECHANICAL EXHAUST FANS IN 3 RESTROOMS. REPLACEMENT OF INTERIOR FINISHES IN ONE HALLWAY. ADDITION OF CASEWORK INCLUDING A SINK AND RELOCATION / ADDITION OF ELECTRICAL OUTLETS..

##### 1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 52 00 - Agreement Form.

##### 1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 41 00.

##### 1.04 WORK BY OWNER

- A. Items noted FBO (Furnished By Others) will be supplied and installed by Owner before Substantial Completion. Some items include:
  - 1. Movable cabinets.
  - 2. Furnishings.
  - 3. Small equipment.

##### 1.05 OWNER OCCUPANCY

- A. Owner intends to continue to occupy adjacent portions of the existing building during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- D. Schedule the Work to accommodate Owner occupancy.

##### 1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas and access as coordinated with the Owner.
  - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
  - 1. Owner occupancy.
  - 2. Work by Others.

3. Work by Owner.
4. Use of site and premises by the public.
- 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. Time Restrictions:
  1. Limit conduct of work to Monday thru Saturday .
- F. Utility Outages and Shutdown:
  1. Limit disruption of utility services to hours the building is unoccupied.
  2. 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.
  3. 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 10 01**

**ELECTRONIC DRAWING RELEASE FORM**

**PROJECT: COLLBRAN CONGREGATIONAL CHURCH - ADA RENOVATION**

**PROJECT NUMBER: 2075**

**TO: FROM:**

**BG + CO.** \_\_\_\_\_

**622 ROOD AVENUE** \_\_\_\_\_

**GRAND JUNCTION, CO 81501** \_\_\_\_\_

**ATTENTION: BURKE MARTIN**

**CONTRACTOR HEREBY REQUESTS ARCHITECT'S ELECTRONIC DRAWING FILES FOR USE  
IN CONNECTION WITH THE PROJECT IN ACCORDANCE WITH PROVISIONS OF THE  
CONTRACT DOCUMENTS.**

**THERE IS THE POTENTIAL FOR LIABILITY PROBLEMS WHEN RELEASING ELECTRONIC  
DRAWING FILES. CONSEQUENTLY, THE ITEMS LISTED BELOW MUST BE AGREED TO  
PRIOR TO RELEASING THE FILES.**

- A. You agree to hold harmless, indemnify in full, BG+co (Blythe Group + co.), their consultants, agents, employees, servants, and assigns, from and against any and all liability, claims and demands arising out of the use of electronic files provided. This indemnification and hold harmless agreement includes, but is not limited to, any claims, directly or indirectly, for damages, demands or other actions including personal injuries, brought by any persons who seek recovery from BG+co (Blythe Group + co.), their consultants, agents, employees, servants and assigns, regarding the use of the electronic files. It is specifically understood and agreed upon by you, that the content of the electronic files provided has been accomplished with input from the Owner. BG+co (Blythe Group + co.), their consultants, agents, employees, servants and assigns, assume no responsibility for any unauthorized changes or alterations to, nor the accuracy of, the electronic files provided.
- B. The electronic files are provided solely as a convenience and benefit of the Owner for whom design services have been performed and shall NOT be considered "Contract Documents", "Construction Documents" or any type of certified document.
- C. The hard copy bid documents, accompanied by a professional's stamp and signature, are the project documents of record and govern over any electronic files.
- D. Further, contractor acknowledges that electronic model files have been prepared for architect's work and not for contractor's use for shop drawings, clash detection, coordination of subcontractor's work or any other means and method, etc., work by the contractor.
- E. The electronic files are Copyrighted material, are to be used only for this project and are to be used only by you and shall be shared only with subcontractors as pertinent to this project. Any and all use

of these files for purposes other than directly related to this project is expressly prohibited

- F. All individual components used to create the model are the sole property of Blythe Group + co. and may not be extracted, exported or otherwise removed from the model file provided.
- G. This electronic information provides design intent information current as of the date of its release. Any use of this information is at the sole risk and liability of the user who is responsible for performing all checking, review and coordination as necessary to ensure the data obtained from the electronic file is accurate, the same data as shown on the record hard copy documents, and for updating any information required to reflect any changes in the design not included in this electronic file to accommodate work performed by use of this electronic file(s).
- H. The accuracy of electronic files which have been translated to a different format, whether by others or by the Architect, shall not be guaranteed by Architect or engineer. Conversion of this electronic information from the system and format used by the Architect or Architect's consultants cannot be accomplished without the introduction of inexactitudes, anomalies, omissions and errors. In the event the electronic data furnished is converted, user agrees to assume all risks associated with such conversion.
- I. In the event BG+co (Blythe Group + co.) determines there is extended cost to provide electronic data beyond their contract, Blythe reserves the right to charge the Contractor for copies of electronic media without waiving any of its requirements, conditions or rights to the electronic models or their use.
- J. The files are being requested in

\_\_\_\_\_ AUTOCAD version \_\_\_\_ 2018 \_\_\_\_ 2013 \_\_\_\_ 2010 \_\_\_\_ 2007.

Drawing sheets requested:

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\_\_\_\_\_ Revit Version \_\_\_\_ 2021 \_\_\_\_ 2020 \_\_\_\_ 2019.

BIM model being requested:

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**I AGREE TO THE TERMS OF THIS LETTER.**

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

COMMENTS:

## **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 RELATED REQUIREMENTS**

- A. Section 00 52 00 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 72 00 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- C. Section 01 78 00 - Closeout Submittals: Project record documents.

##### **1.03 SCHEDULE OF VALUES**

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect and Owner's Representative for approval.
- C. Forms filled out by hand will not be accepted.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section.
- 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. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

##### **1.04 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- G. Submit electronic copy of each Application for Payment.

H. 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 and proof of insurance attesting to off-site stored products, along with photos of products.

#### **1.05 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a Proposal Request instructing Contractor to provide a Proposal for the described work.
- C. Upon approval of the Proposal by the owner the Contractor will be directed to complete the work, 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 . 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.
- 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 change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
  3. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
  1. On request, 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. 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 indicating the change to each affected 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.
  - L. **NOTE: Changes to contract amount or use of contingencies, allowances, and unit prices will only be permitted with prior approval of Owner.**

#### **1.06 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  1. All closeout procedures specified in Section 01 70 00.

#### **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.

**1.02 RELATED REQUIREMENTS**

- A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 01 25 01 - Substitution Request Form.
- C. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- D. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

**1.03 DEFINITIONS**

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

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
  - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
  - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.



- B. A Substitution Request for specified installer constitutes a representation that the submitter:
- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
  - 1. Submit an electronic document, combining the request form with supporting data into single document.

### **3.02 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submittal Form (after award of contract):
  - 1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- 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.
    - b. Other construction by Owner.
- 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.

### **3.03 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.

### **3.04 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.

### **3.05 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.

### **3.06 ATTACHMENTS**

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

### **END OF SECTION**

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SECTION 01 25 01

SUBSTITUTION REQUEST FORM

PROJECT: COLLBRAN CONGREGATIONAL CHURCH ADA RENOVATION

PROJECT NUMBER: 2075

TO

FROM: (CONTRACTOR)

BG+CO

622 ROOD AVENUE

GRAND JUNCTION, CO 81501

CONTRACTOR AND SUPPLIER HEREBY REQUEST ACCEPTANCE OF THE FOLLOWING  
PRODUCT OR SYSTEMS AS A SUBSTITUTION IN ACCORD WITH PROVISIONS OF THE  
CONTRACT DOCUMENTS.

SPECIFIED PRODUCT OR SYSTEM:

SUBSTITUTION REQUEST FOR:

\_\_\_\_\_  
\_\_\_\_\_

SPECIFICATION SECTION NO. \_\_\_\_\_

ARTICLE(S) \_\_\_\_\_

PARAGRAPH(S) \_\_\_\_\_

SUPPORTING DATA:

PRODUCT DATA FOR PROPOSED SUBSTITUTION IN ACCORD WITH CONTRACT  
REQUIREMENTS.

SAMPLE IS ATTACHED \_\_\_\_\_ SAMPLE WILL BE SENT IF REQUESTED \_\_\_\_\_

QUALITY COMPARISON:

SPECIFIED PRODUCT

PROPOSED SUBSTITUTION

NAME, BRAND: \_\_\_\_\_

CATALOG NO.: \_\_\_\_\_

MANUFACTURER: \_\_\_\_\_

VARIATIONS: \_\_\_\_\_

MAINTENANCE SERVICE AVAILABLE: YES \_\_\_\_ NO \_\_\_\_

WHERE? \_\_\_\_\_

SPARE PARTS SOURCE: \_\_\_\_\_

## PREVIOUS INSTALLATIONS

ATTACH LIST OF MINIMUM OF 5 PREVIOUS INSTALLATIONS GIVING FOLLOWING DATA  
REGARDING PROJECTS ON WHICH PROPOSED SUBSTITUTION WAS USED:

PROJECT 1: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ARCHITECT/TEL: \_\_\_\_\_

OWNER/TEL: \_\_\_\_\_

DATE INSTALLED: \_\_\_\_\_

DOLLAR VALUE THIS WORK: \_\_\_\_\_

PROJECT 2: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ARCHITECT/TEL: \_\_\_\_\_

OWNER/TEL: \_\_\_\_\_

DATE INSTALLED: \_\_\_\_\_

DOLLAR VALUE THIS WORK: \_\_\_\_\_

PROJECT 3: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ARCHITECT/TEL: \_\_\_\_\_

OWNER/TEL: \_\_\_\_\_

DATE INSTALLED: \_\_\_\_\_

DOLLAR VALUE THIS WORK: \_\_\_\_\_

PROJECT 4: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ARCHITECT/TEL: \_\_\_\_\_

OWNER/TEL: \_\_\_\_\_

DATE INSTALLED: \_\_\_\_\_

DOLLAR VALUE THIS WORK: \_\_\_\_\_

PROJECT 5: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ARCHITECT/TEL: \_\_\_\_\_

OWNER/TEL: \_\_\_\_\_

DATE INSTALLED: \_\_\_\_\_

DOLLAR VALUE THIS WORK: \_\_\_\_\_

**REASON FOR NOT GIVING PRIORITY TO SPECIFIED ITEMS:**

EFFECT OF SUBSTITUTION:

PROPOSED SUBSTITUTION AFFECTS OTHER PARTS OF WORK:

NO \_\_\_\_ YES \_\_\_\_ (IF YES, EXPLAIN) \_\_\_\_\_

SUBSTITUTION CHANGES CONTRACT TIME: NO \_\_\_\_ YES \_\_\_\_

ADD/DEDUCT \_\_\_\_\_ DAYS

SUBSTITUTION REQUIRES DIMENSIONAL REVISION, REDESIGN OF STRUCTURE OR M&E WORK:

NO \_\_\_\_ YES \_\_\_\_ (IF YES, ATTACH COMPLETE DATA.)

SAVING OR CREDIT TO OWNER, IF ANY, FOR ACCEPTING SUBSTITUTION:

\$ \_\_\_\_\_.

EXTRA COST TO OWNER, IF ANY, FOR ACCEPTING SUBSTITUTION:

\$ \_\_\_\_\_.

**CONTRACTOR'S/SUPPLIER'S STATEMENT OF CONFORMANCE OF PROPOSED  
SUBSTITUTION TO CONTRACT REQUIREMENTS.**

I / WE HAVE INVESTIGATED THE PROPOSED SUBSTITUTION.

I / WE:

BELIEVE THAT IT IS EQUAL OR SUPERIOR IN ALL RESPECTS TO SPECIFIED PRODUCT, EXCEPT AS STATED ABOVE. WILL PROVIDE SAME WARRANTY AS SPECIFIED. HAVE INCLUDED COMPLETE COST DATA AND IMPLICATIONS OF SUBSTITUTION. WILL PAY REDESIGN AND SPECIAL INSPECTION COSTS CAUSED BY USE OF THIS PRODUCT WILL PAY ADDITIONAL COSTS TO OTHER CONTRACTORS CAUSED BY SUBSTITUTION. WILL COORDINATE INCORPORATION OF PROPOSED SUBSTITUTION IN WORK. WILL MODIFY OTHER PARTS OF WORK AS MAY BE NEEDED, TO MAKE ALL PARTS OF WORK COMPLETE AND FUNCTIONING. WAIVE FUTURE CLAIMS FOR ADDED COST TO CONTRACT CAUSED BY SUBSTITUTION.

SUPPLIER: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

GENERAL CONTRACTOR: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

POSITION: \_\_\_\_\_

COMMENTS:



## **SECTION 01 30 00**

### **ADMINISTRATIVE REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Site mobilization meeting.
- E. Progress meetings.
- F. Construction master schedule.
- G. Construction progress schedule.
- H. Coordination drawings.
- I. Number of copies of submittals.
- J. Requests for Information (RFI) procedures.
- K. Submittal procedures.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 00 72 00 - General Conditions: Dates for applications for payment.
- B. Section 01 32 16 - Construction Progress Schedule: Form, content, and administration of schedules.
- C. Section 01 60 00 - Product Requirements: General product requirements.
- D. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

##### **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 Information (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 ELECTRONIC DOCUMENT SUBMITTAL**

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via email or other Internet-based submittal service which notifies addressees via email.
  1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punch list, and any other document any participant wishes to make part of the project record.
  2. Contractor and Architect are required to use this service.
  3. It is Contractor's responsibility to submit documents in allowable format.
  4. Paper document transmittals will not be reviewed.
  5. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Training: If the contractor chooses to utilize an electronic submittal service nne, one-hour, web-based training session will be arranged for all participants, with representatives of Architect and Contractor participating; further training is the responsibility of the user of the service.
- C. Project Closeout: Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.02 PRECONSTRUCTION MEETING**

- A. Schedule meeting after permit application.
- B. Attendance Required:
  1. Owner.
    - a. Include Owner's Representative.
  2. Architect.
  3. Contractor.
  4. Major Sub-contractors.
- C. 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 Master Construction schedule.
  6. Submission of initial Submittal schedule.
  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 for onsite testing and inspections during construction activities.
- D. Record minutes and distribute copies within three days after meeting to participants, with electronic copies to Architect, Owner, Owner's Representative, participants, and those affected by decisions made.

### **3.03 SITE MOBILIZATION MEETING**

- A. Schedule meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
1. Contractor.
  2. Owner.
  3. Architect.
  4. Contractor's superintendent.
- C. 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. Security and housekeeping procedures.
  6. Schedules.
  7. Application for payment procedures.
  8. Procedures for maintaining record documents.
  9. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
1. Contractor.

2. Owner.
  3. Architect.
  4. Contractor's superintendent.
- D. Agenda:
1. Review minutes of previous meetings.
  2. Review of work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems that impede, or will impede, planned progress.
  5. Review of submittals schedule and status of submittals.
  6. Review of RFIs log and status of responses.
  7. Review of off-site fabrication and delivery schedules.
  8. Maintenance of progress schedule.
  9. Corrective measures to regain projected schedules.
  10. Planned progress during succeeding work period.
  11. Maintenance of quality and work standards.
  12. Effect of proposed changes on progress schedule and coordination.
  13. Other business relating to work.
- E. Record minutes and distribute copies within three days after meeting to participants, with electronic copies to Architect, Owner, Owner's Representative, participants, and those affected by decisions made.

### **3.05 COORDINATION DRAWINGS**

- A. Review drawings prior to submission to Architect.

### **3.06 REQUESTS FOR INFORMATION (RFI)**

- A. Definition: A request seeking one of the following:
1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. 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.
- C. 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 using an electronic version of a form which includes all information as listed in paragraph 3.04 - E of this section.
- 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. 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. 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. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
  - 2. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
  - 3. 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.
- E. 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.
  - 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.
    - a. ASAP or other non specific date will not be allowed.
  - 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, 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.
  - 8. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. 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.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 3:00 PM will be considered as having been received on the following regular working day.
1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
  2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
  3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
  4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

### **3.07 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. Coordinate with Contractor's construction schedule and schedule of values.
  3. Format schedule to allow tracking of status of submittals throughout duration of construction.
  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. 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. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.12 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. Systematically identify each item correlated to the specification section number. For revised submittals use original number and a sequential combination numerical and alphabetical suffix.
  4. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
  5. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  6. Deliver submittals to Architect electronically.
  7. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 10 business 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 5 business days.
    - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 20 business days.
  8. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
  9. When revised for resubmission, identify all changes made since previous submission.
  10. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
  11. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
  12. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
  2. Collect required information into a single submittal.
  3. Where possible, submit concurrently with related shop drawing submittal.
  4. 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. Digital versions of sample cards or color selection cards are not acceptable. All color selections shall be made from Contractor submitted physical color charts or sample chips.
  - a. Documentation of selections made may be included with submittal review in digital format.

### **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.
  2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
- 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**

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## **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 RELATED SECTIONS**

- A. Section 01 10 00 - Summary: Work sequence.

##### **1.03 SUBMITTALS**

- A. Within 7 days after date of Agreement, submit preliminary schedule.
- B. If preliminary schedule requires revision after review, submit revised schedule within 5 days.
- C. Submit updated schedule with each Application for Payment.

##### **1.04 SCHEDULE FORMAT**

- A. Listings: In chronological order according to the start date for each activity. Identify each activity with the applicable specification section number.

#### **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. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the first day of each month.
- D. Coordinate content with schedule of values specified in Section 01 20 00 - Price and Payment Procedures.
- E. 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.

#### **END OF SECTION**

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**SECTION 01 40 00**  
**QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Testing and inspection agencies and services.
- C. Control of installation.
- D. Tolerances.
- E. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittal procedures.
- B. Section 01 60 00 - Product Requirements: Requirements for material and product quality.

**1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. 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.
- C. 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.

**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.

## **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 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.

### **3.03 TESTING AND INSPECTION**

- A. Testing and Inspection services will be provided by agent hired directly by the Owner.
- B. Testing Agency Duties:
  - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
  - 2. Perform specified sampling and testing of products in accordance with specified standards.
  - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 5. Perform additional tests and inspections required by Architect.
  - 6. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 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.
  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 Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

**3.04 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**



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**SECTION 01 42 19**  
**REFERENCE STANDARDS**

**PART 1 GENERAL**

**PART 2 CONSTRUCTION INDUSTRY ORGANIZATION DOCUMENTS**

**PART 3 UNITED STATES GOVERNMENT AND RELATED AGENCIES DOCUMENTS**

**END OF SECTION**

## SECTION 01 50 00

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Waste removal facilities and services.
- F. Field offices.

##### 1.02 REFERENCE STANDARDS

- A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021.

##### 1.03 TEMPORARY UTILITIES

- A. Owner will provide the following:
  - 1. Electrical power, consisting of connection to existing facilities.
  - 2. Water supply, consisting of connection to existing facilities.
  - 3. Internet Connections, consisting of connection to existing facilities.
- B. Provide and pay for all ventilation required for construction purposes.
- C. Existing facilities may not be used, except as authorized and coordinated with Owner for power and water.
- D. New permanent facilities may not be used.
- E. Use trigger-operated nozzles for water hoses, to avoid waste of water.

##### 1.04 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Telecommunications services shall include:
  - 1. Windows-based personal computer dedicated to project telecommunications, with necessary software and laser printer.
  - 2. Internet Connections: Minimum of one; Cable modem or faster. Coordinate with Owner for temporary use through hookup to existing facilities.

##### 1.05 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Use of existing facilities located at the existing buildings is not permitted.
- C. New permanent facilities may not be used during construction operations.

- D. Maintain daily in clean and sanitary condition.
- E. At end of construction, return facilities to same or better condition as originally found.

#### **1.06 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, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
  - 1. Existing fencing is permitted to be used as temporary barriers if it is designated to be demolished and reinstalled in a different location as part of the Work.
  - 2. Existing fencing to remain is not to be use as a temporary barrier and must be protected.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.07 FENCING**

- A. Construction: Commercial grade chain link fence.
- B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

#### **1.08 INTERIOR ENCLOSURES**

- A. Provide temporary partitions as indicated and required to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.
- B. Construction: Framing and plywood sheet materials with closed joints and sealed edges at intersections with existing surfaces:
  - 1. Maximum flame spread rating of 75 in accordance with ASTM E84.

#### **1.09 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.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### **1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

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

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

E. Restore new permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**

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**SECTION 01 51 00**  
**TEMPORARY UTILITIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary Utilities: Provision of electricity, lighting, ventilation, and water.

**1.02 RELATED REQUIREMENTS**

- A. Section 01 50 00 - Temporary Facilities and Controls:
  - 1. Temporary sanitary facilities required by law.

**1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.

**1.04 TEMPORARY ELECTRICITY**

- A. Cost: By Owner.
- B. Connect to Owner's existing power service.
- C. Complement existing power service capacity and characteristics as required.
- D. Permanent convenience receptacles may be utilized during construction.
- E. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

**1.05 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 branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

**1.06 TEMPORARY VENTILATION**

- A. Existing ventilation equipment may not be used.

**1.07 TEMPORARY WATER SERVICE**

- A. Cost of Water Used: By Owner.
- B. Connect to existing water source.
  - 1. Exercise measures to conserve water.

**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 RELATED REQUIREMENTS**

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

**1.03 SUBMITTALS**

- A. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- B. Shop Drawing Submittals: Prepared specifically for this Project; indicate utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
  - 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. See Section 01 40 00 - Quality Requirements, for additional source quality control requirements.
- C. Use of products having any of the following characteristics is not permitted:
  - 1. Made using or containing CFC's or HCFC's.
  - 2. Made of wood from newly cut old growth timber.
  - 3. Containing lead, cadmium, or asbestos.
- D. Where other criteria are met, Contractor shall give preference to products that:
  - 1. Result in less construction waste. See Section 01 74 19
  - 2. Are made of recycled materials.
  - 3. If made of wood, are made of sustainably harvested wood, wood chips, or wood fiber.

## **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: Use a product of one of the manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

## **2.04 MAINTENANCE MATERIALS**

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

# **PART 3 EXECUTION**

## **3.01 SUBSTITUTION LIMITATIONS**

- A. See Section 01 25 00 - Substitution Procedures.

## **3.02 OWNER-SUPPLIED PRODUCTS**

- A. See Section 01 10 00 - Summary for identification of Owner-supplied products.
- B. 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.
- C. 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. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- 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. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Do not store products directly on the ground.
- 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**

## **SECTION 01 70 00**

### **EXECUTION AND CLOSEOUT REQUIREMENTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

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

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- C. Section 01 50 00 - Temporary Facilities and Controls: Temporary exterior enclosures.
- D. Section 01 50 00 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 74 19 - Construction Waste Management and Disposal: Additional procedures for trash/waste removal, recycling, salvage, and reuse.
- F. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- G. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.

##### **1.03 REFERENCE STANDARDS**

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

##### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. 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.
  - 5. Work of Owner or separate Contractor.
- C. Project Record Documents: Accurately record actual locations of capped and active utilities.

#### **1.05 PROJECT CONDITIONS**

- A. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- B. Perform dewatering activities, as required, for the duration of the project.
- C. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- D. 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.
- E. Pest and Rodent Control: Provide methods, means, and facilities to prevent pests and insects from damaging the work.
- F. Rodent Control: Provide methods, means, and facilities to prevent rodents from accessing or invading premises.
- G. 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.

#### **1.06 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.
- 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. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. 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 five business 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 electronic copies to Architect, Owner, Owner's Representative, participants, and those affected by decisions made.

### **3.04 LAYING OUT THE WORK**

- A. Promptly notify Architect of any discrepancies discovered.

- B. Contractor shall locate and protect survey control and reference points.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect, Owner, and Engineer.
- F. Utilize recognized engineering survey practices.
- G. Periodically verify layouts by same means.
- H. 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. Keep areas in which alterations are being conducted separated from other areas that are still occupied.
  - 1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 .
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
  - 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
  - 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- D. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.



2. Relocate items indicated on drawings.
  3. 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.
  4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- E. Services (Including but not limited to HVAC, Plumbing, Fire Protection, and Electrical): Remove, relocate, and extend existing systems to accommodate new construction.
1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
  2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
  3. 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.
    - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
    - b. See Section 01 10 00 for other limitations on outages and required notifications.
    - c. Provide temporary connections as required to maintain existing systems in service.
  4. Verify that abandoned services serve only abandoned facilities.
  5. 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; patch holes left by removal using materials specified for new construction.
- F. 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.
- G. 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 a change of plane of 1/4 inch or more occurs in existing work, submit recommendation for providing a smooth transition for Architect review and request instructions.
- H. 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.
- I. 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.
- J. Clean existing systems and equipment.
  - K. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
  - L. Do not begin new construction in alterations areas before demolition is complete.
  - M. 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 skilled and experienced 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 , 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.

4. When repainting walls that have been patched, new paint shall extend from one inside corner to another, recoating the entire wall to ensure no visible color or finish change.

### **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. See Section 01 76 10 for temporary protective covering materials.
- B. Protect installed work from damage by construction operations.
- C. Provide special protection where specified in individual specification sections.
- D. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- E. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- F. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- G. Protect work from spilled liquids. If work is exposed to spilled liquids, immediately remove protective coverings, dry out work, and replace protective coverings.
- H. 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.
- I. Prohibit traffic from landscaped areas.
- J. 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. 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.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- C. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

### **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 after Substantial Completion but before making final application for payment.
- 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. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, area drains, drainage systems, and perimeter foundation drain daylighting.
- 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 and Owner.
- B. Accompany Architect and Owner's Representative on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.
- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.

- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

**END OF SECTION**

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## SECTION 01 74 19

### CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

#### PART 1 GENERAL

##### 1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Required Recycling, Salvage, and Reuse: The following may not be disposed of in landfills or by incineration:
  - 1. Aluminum and plastic beverage containers.
  - 2. Corrugated cardboard.
  - 3. Wood pallets.
  - 4. Clean dimensional wood: May be used as blocking or furring.
  - 5. Asphalt paving: May be recycled into drive surface for southernmost parking area.
  - 6. Metals, including packaging banding, metal studs, sheet metal, structural steel, piping, reinforcing bars, door frames, and other items made of steel, iron, galvanized steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
- E. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- F. 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.
  - 5. Incineration, either on- or off-site.
- G. 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. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

## **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.

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.



- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Prebid meeting.
  - 2. Preconstruction meeting.
  - 3. Regular job-site meetings.
- E. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- F. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.

**END OF SECTION**

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## **SECTION 01 76 10**

### **TEMPORARY PROTECTIVE COVERINGS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Temporary protective coverings for installed floors, walls, other surfaces, and door frames.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 70 00 - Execution and Closeout Requirements: Coordination of requirements for materials specified in this section.

##### **1.03 REFERENCE STANDARDS**

- A. ANSI A135.4 - Basic Hardboard 2012 (R2020).
- B. ASTM C208 - Standard Specification for Cellulosic Fiber Insulating Board 2012, with Editorial Revision (2019).

#### **PART 2 PRODUCTS**

##### **2.01 GENERAL**

- A. Provide materials that are easily removed without damage to the surfaces covered and with the following characteristics:
  - 1. Water resistant.
  - 2. Vapor permeable.
  - 3. Impact resistant.
  - 4. Slip resistant.

##### **2.02 MATERIALS**

- A. Sheet Materials:
  - 1. Recycled paperboard/plastic composite sheet.
  - 2. Recycled paperboard sheet.
  - 3. Wood Hardboard: ANSI A135.4, tempered, 1/4 inch thick nominal.
  - 4. Plywood, 1/2 inch thick nominal.
  - 5. Fiberboard: ASTM C208, 1/2 inch thick nominal.
- B. Rolled Materials:
  - 1. Self-adhering polyethylene film.
  - 2. Recycled cellulose fiberboard paper.
  - 3. Laminated glass fiber reinforced kraft paper.
  - 4. Rosin coated paper.
- C. Corner and Door Jamb Protection Materials:

1. Cardboard, shaped specifically for application.
- D. Tape: Type recommended by protective covering material manufacturer.

### **PART 3 EXECUTION**

#### **3.01 PREPARATION**

- A. Remove dirt and debris from surfaces to be protected.

#### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Trim or overlap sheet materials to fit area to be covered.
- C. Roll out and cut rolled materials to fit area to be covered.
- D. Tape seams. Avoid taping directly to finished surfaces.
- E. Stretch self-adhering film materials to completely cover surface.
- F. Install door jamb protection to full height of opening.

#### **3.03 REMOVAL**

- A. Remove protective coverings prior to Date of Substantial Completion. Reuse or recycle materials if possible.

### **END OF SECTION**

**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 RELATED REQUIREMENTS**

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 01 70 00 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one electronic copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit one electronic and one printed set (or as required by Owner) of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.

2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed shop drawings, product data, and samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates utilized.
  3. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  3. Field changes of dimension and detail.
  4. 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. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- L. 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.
  - 1. Also provide electronic copy, in .pdf format, organized the same as described herein.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.

- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- J. Arrangement of Contents: Organize each volume in parts as follows:
  - 1. Project Directory.
  - 2. Table of Contents, of all volumes, and of this volume.
  - 3. Operation and Maintenance Data: Arranged by system, then by product category.
    - a. Source data.
    - b. Operation and maintenance data.
    - c. 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 Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include photocopies of each in operation and maintenance manuals, indexed separately on Table of Contents.

### **END OF SECTION**



## **SECTION 02 41 00**

### **DEMOLITION**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Selective demolition of building elements for alteration purposes.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 01 50 00 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- C. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

##### **1.03 REFERENCE STANDARDS**

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards current edition.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations 2019.

##### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

#### **PART 2 PRODUCTS -- NOT USED**

#### **PART 3 EXECUTION**

##### **3.01 SCOPE**

- A. Remove portions of existing buildings as indicated and required in a sequence which maintains safety and schedule.
- B. Remove other items indicated, for salvage, relocation, and recycling.

##### **3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with other requirements specified 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. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.

4. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
    - a. Include temporary walkway coverings for the purpose of maintaining egress from the existing building during construction operations on the addition.
  5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  6. Do not close or obstruct roadways or sidewalks without permit.
  7. 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.
  8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be 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.

### **3.03 EXISTING UTILITIES**

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; 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.

### **3.04 SELECTIVE DEMOLITION FOR 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 demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Separate areas in which demolition is being conducted from other areas that are still occupied.

1. Provide, erect, and maintain temporary dustproof partitions of construction specified in Section 01 50 00 .
- C. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
- D. Remove existing work as indicated and as required to accomplish new work.
  1. Remove items indicated on drawings.
- E. Services (Including but not limited to HVAC, Plumbing, and Electrical): Remove existing components and equipment as required.
  1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
  2. Where existing active systems serve occupied facilities but are to be expanded with new services, maintain existing systems in service until new systems are complete and ready for service.
  3. Utility Outages and Shutdown:
    - a. Limit disruption of utility services to hours the building is unoccupied.
    - b. Limit shutdown of utility services arranged at least 24 hours in advance with Owner.
    - c. Prevent accidental disruption of utility services to other facilities.
  4. See Section 01 10 00 for other limitations on outages and required notifications.
  5. Verify that abandoned services serve only abandoned facilities before removal.
  6. 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.
- F. 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.
  4. Patch as specified for patching new work.

### **3.05 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove from site all materials not to be reused on site; comply with requirements of Section 01 74 19 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

### **END OF SECTION**

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**SECTION 06 10 00**  
**ROUGH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Non-structural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Underlayment.
- D. Preservative treated wood materials.
- E. Concealed wood blocking, nailers, and supports.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 21 16 - Gypsum Board Assemblies: Gypsum-based sheathing.

**1.03 REFERENCE STANDARDS**

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware 2016a.
- B. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings 2015.
- C. AWPA U1 - Use Category System: User Specification for Treated Wood 2018.
- D. PS 20 - American Softwood Lumber Standard 2020.

**1.04 DELIVERY, STORAGE, AND HANDLING**

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

**1.05 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.

**PART 2 PRODUCTS**

**2.01 GENERAL REQUIREMENTS**

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
  - 1. If no species is specified, provide any species graded by the agency specified; if no grading agency is specified, provide lumber graded by any grading agency meeting the specified requirements.
  - 2. Grading Agency: Any grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee ([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.

**2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS**

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

- C. Stud Framing (2 by 2 through 2 by 6 ):
  - 1. Grade: No. 2.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
  - 1. Lumber: S4S, No. 2 or Standard Grade.
  - 2. Boards: Standard or No. 3.

## **2.03 ACCESSORIES**

- A. Fasteners and Anchors:
  - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
  - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.

## **2.04 FACTORY WOOD TREATMENT**

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
- B. Treat lumber in contact with masonry or concrete.
  - 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 AWPA standards.
- C. Preservative Treatment:
  - 1. Preservative Pressure Treatment of Lumber Above Grade: AWPA U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
    - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
    - b. Treat lumber in contact with masonry or concrete.

# **PART 3 EXECUTION**

## **3.01 PREPARATION**

## **3.02 INSTALLATION - GENERAL**

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

## **3.03 FRAMING INSTALLATION**

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Install structural members full length without splices unless otherwise specifically detailed.

- C. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes and AWC (WFCM) Wood Frame Construction Manual.
- D. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- E. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

#### **3.04 BLOCKING, NAILERS, AND SUPPORTS**

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.
- C. 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.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- E. Provide the following specific non-structural framing and blocking:
  - 1. Cabinets and shelf supports.
  - 2. Wall brackets.
  - 3. Grab bars.
  - 4. Towel and bath accessories.
  - 5. Wall-mounted door stops.
  - 6. Chalkboards and marker boards.
  - 7. Wall paneling and trim.
  - 8. Joints of rigid wall coverings that occur between studs.

#### **3.05 CLEANING**

- A. Waste Disposal: Comply with the requirements of 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.
  - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any 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 20 00**  
**FINISH CARPENTRY**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Finish carpentry items.
- B. Wood door frames, glazed frames.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Support framing, grounds, and concealed blocking.
- B. Section 08 14 33 - Stile and Rail Wood Doors.
- C. Section 09 91 23 - Interior Painting: Painting of finish carpentry items.

**1.03 REFERENCE STANDARDS**

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards 2014, with Errata (2018).
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1 2017, with Errata (2019).

**1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with plumbing rough-in, electrical rough-in, and installation of associated and adjacent components.
- B. Sequence installation to ensure utility connections are achieved in an orderly and expeditious manner.

**1.05 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. Provide the information required by AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS).
- C. Samples: Submit two samples of finish plywood, 6x6 inch in size illustrating wood grain and specified finish.
- D. Samples: Submit two samples of wood trim 6 inch long.

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Store finish carpentry items under cover, elevated above grade, and in a dry, well-ventilated area not exposed to heat or sunlight.
- B. Protect from moisture damage.
- C. Handle materials and products to prevent damage to edges, ends, or surfaces.

**PART 2 PRODUCTS**

**2.01 FINISH CARPENTRY ITEMS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.

- B. Surface Burning Characteristics: Provide materials having fire and smoke properties as required by applicable code.
- C. Interior Woodwork Items:
  - 1. Door Frames: White birch; prepare for paint finish.

## **2.02 SHEET MATERIALS**

- A. Softwood Plywood, Not Exposed to View: Any face species, veneer core, glue type as recommended for application.

## **2.03 FASTENINGS**

## **2.04 FABRICATION**

- A. Shop assemble work for delivery to site, permitting passage through building openings.
- B. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

## **2.05 SHOP FINISHING**

# **PART 3 EXECUTION**

## **3.01 INSTALLATION**

- A. Install custom fabrications in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS) requirements for grade indicated.
- B. Set and secure materials and components in place, plumb and level.
- C. Carefully scribe work abutting other components, with maximum gaps of 1/32 inch. Do not use additional overlay trim to conceal larger gaps.

## **END OF SECTION**

**SECTION 07 19 00**  
**WATER REPELLENTS**

**PART 1 GENERAL**

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Water Repellent: Non-glossy, colorless, penetrating, water-vapor-permeable, non-yellowing sealer, that dries invisibly leaving appearance of substrate unchanged.
  - 1. Applications: Vertical surfaces and non-traffic horizontal surfaces.
  - 2. Number of Coats: Two.
  - 3. Moisture Absorption When Applied to Concrete: Five percent, maximum, when tested in accordance with ASTM C642 concrete sample completely coated with water repellent.
  - 4. Water-based siloxane, silane, or blend that reacts chemically with concrete and masonry.

**PART 3 EXECUTION**

**3.01 APPLICATION**

- A. Apply water repellent in accordance with manufacturer's instructions, using procedures and application methods recommended as producing the best results.
- B. Apply two coats, minimum.
- C. Remove water repellent from unintended surfaces immediately by a method instructed by water repellent manufacturer.

**END OF SECTION**

## **SECTION 07 62 00**

### **SHEET METAL FLASHING AND TRIM**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

##### **1.02 QUALITY ASSURANCE**

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

#### **PART 2 PRODUCTS**

##### **2.01 SHEET MATERIALS**

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch thick base metal, shop pre-coated with PVDF coating.
  - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
  - 2. Color: As selected by Architect from manufacturer's standard colors.

##### **2.02 FABRICATION**

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.

##### **2.03 ACCESSORIES**

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Concealed Sealants: Non-curing butyl sealant.
- D. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
- E. Plastic Cement: ASTM D4586/D4586M, Type I.

#### **PART 3 EXECUTION**

##### **3.01 INSTALLATION**

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- B. Seal metal joints watertight.

#### **END OF SECTION**

## **SECTION 07 92 00**

### **JOINT SEALANTS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

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

##### **1.02 RELATED REQUIREMENTS**

- A. Section 09 21 16 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants 2016.
- C. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants 2018.

##### **1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes 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.
- 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. Installation Plan/ Schedule: Submit at least four weeks prior to start of installation.

##### **1.05 QUALITY ASSURANCE**

##### **1.06 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a one year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

#### **PART 2 PRODUCTS**

## **2.01 MANUFACTURERS**

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
  - 1. Adhesives Technology Corporation: [www.atcepoxy.com](http://www.atcepoxy.com).
  - 2. Dow Chemical Company: [consumer.dow.com/en-us/industry/ind-building-construction.html](http://consumer.dow.com/en-us/industry/ind-building-construction.html).
  - 3. Fortifiber Building Systems Group: [www.fortifiber.com](http://www.fortifiber.com).
  - 4. Franklin International, Inc: [www.titebond.com](http://www.titebond.com).
  - 5. Master Builders Solutions by BASF: [www.master-builders-solutions.basf.us/en-us](http://www.master-builders-solutions.basf.us/en-us).
  - 6. Momentive Performance Materials, Inc (formerly GE Silicones): [www.momentive.com](http://www.momentive.com).
  - 7. Pecora Corporation: [www.pecora.com](http://www.pecora.com).
  - 8. Sika Corporation: [www.usa-sika.com](http://www.usa-sika.com).
  - 9. Tremco Commercial Sealants & Waterproofing: [www.tremcosealants.com](http://www.tremcosealants.com).
  - 10. 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. Other joints indicated below.
  - 2. Do not seal the following types of joints.
    - a. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
    - b. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
    - c. Joints where installation of sealant is specified in another section.
    - d. Joints between suspended panel ceilings/grid and walls.
- B. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
- C. Interior Wet Areas: Bathrooms and restrooms; fixtures in wet areas include plumbing fixtures, countertops, cabinets, and other similar items.

## **2.03 NONSAG JOINT SEALANTS**

- A. 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.

## **2.04 ACCESSORIES**

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.

1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
  2. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

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

### **3.02 PREPARATION**

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in inconspicuous area to verify that it does not stain or discolor slab.

### **3.03 INSTALLATION**

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. 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.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

## **END OF SECTION**

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**SECTION 08 14 33**  
**STILE AND RAIL WOOD DOORS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Wood doors, stile and rail design; non-fire rated.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 20 00 - Finish Carpentry: Wood door frames.
- B. Section 08 71 00 - Door Hardware.
- C. Section 09 91 23 - Interior Painting: Field finishing.

**1.03 REFERENCE STANDARDS**

- A. AWI (QCP) - Quality Certification Program Current Edition.
- B. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards 2014, with Errata (2018).
- C. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1 2017, with Errata (2019).

**1.04 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate stile and rail core materials and construction; veneer species, type and characteristics.
- C. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, and factory finishing criteria.
- D. Samples: Submit two samples of door veneer, 6 by 6 inches in size illustrating wood grain, stain color, and sheen.
- E. Warranty, executed in Owner's name.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of experience.
  - 1. Accredited participant in specified certification program prior to commencement of fabrication and throughout duration of project.
- B. Quality Certification:
  - 1. Comply with AWI (QCP) woodwork association quality certification service/program in accordance with requirements for work specified in this section: [www.awiqcp.org/#sle](http://www.awiqcp.org/#sle).

**1.06 DELIVERY, STORAGE, AND HANDLING**

- A. Package, deliver, and store doors in accordance with quality standard specified.
- 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.

## **1.07 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Stile and Rail Wood Doors:
  - 1. VT Industries, Inc: [www.vtindustries.com/#sle](http://www.vtindustries.com/#sle).
  - 2. Substitutions: See Section 01 60 00 - Product Requirements.

### **2.02 DOORS**

- A. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless otherwise indicated.
- B. Interior Doors: 1-3/8 inches thick; solid lumber construction; mortise and tenon joints. Opaque finish.
- C. Design Style/Pattern: Match existing doors.

### **2.03 DOOR AND PANEL FACINGS**

- A. Materials for Opaque Finishes: Material allowed by quality standard indicated.
- B. Adhesive: Type I - Waterproof.

### **2.04 DOOR CONSTRUCTION**

- A. Vertical Exposed Edge of Stiles: Hardwood for paint finish.
- B. Fit door edge trim to edge of stiles after applying veneer facing.
- C. Panels: 5 panel to match existing doors.
- D. Factory machine doors for finish hardware in accordance with hardware requirements and dimensions. Do not machine for surface hardware.

### **2.05 FINISHES**

- A. Finish work in accordance with AWI/AWMAC/WI (AWS), Section 5 - Finishing for grade specified and as follows:
  - 1. Opaque:
    - a. System - 4, Latex Acrylic, Water-based.
    - b. Color: As selected by Architect.
    - c. Sheen: Semigloss.
- B. Seal door top edge with color sealer to match door facing.

### **2.06 ACCESSORIES**

- A. Wood Door Frames: See Section 06 20 00.
- B. Door Hardware: See Section 08 71 00.

## **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 standards.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Machine cut for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

### **3.03 TOLERANCES**

- A. Comply with specified quality standard for fit, clearance, and joinery tolerances.

### **3.04 ADJUSTING**

- A. Adjust doors for smooth and balanced door movement.

## **END OF SECTION**

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## **SECTION 08 71 00**

### **DOOR HARDWARE**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES - REFER TO ATTACHED CUTSHEETS FOR TYPICAL HARDWARE**

- A. Hardware for wood doors.
- B. Weatherstripping and gasketing.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 06 20 00 - Finish Carpentry: Wood door frames.
- B. Section 08 14 33 - Stile and Rail Wood Doors.

##### **1.03 REFERENCE STANDARDS**

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design 2010.
- B. BHMA (CPD) - Certified Products Directory Current Edition.
- C. BHMA A156.1 - American National Standard for Butts and Hinges 2016.
- D. BHMA A156.2 - American National Standard for Bored and Preamsembled Locks & Latches 2017.
- E. BHMA A156.7 - American National Standard for Template Hinge Dimensions 2016.
- F. BHMA A156.16 - American National Standard for Auxiliary Hardware 2018.
- G. BHMA A156.18 - American National Standard for Materials and Finishes 2016.
- H. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems Sponsor 2017.
- I. BHMA A156.115W - American National Standard for Hardware Preparation in Wood Doors with Wood or Steel Frames 2006.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities 2017.

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.

##### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.

##### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum three years of experience.

## **1.07 DELIVERY, STORAGE, AND HANDLING**

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

## **1.08 WARRANTY**

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.
  - 1. Locksets and Cylinders: Three years, minimum.
  - 2. Other Hardware: Two years, minimum.

## **PART 2 PRODUCTS**

### **2.01 DESIGN AND PERFORMANCE CRITERIA**

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
  - 1. Applicable provisions of federal, state, and local codes.
  - 2. Accessibility: ADA Standards and ICC A117.1.
  - 3. Listed and certified compliant with specified standards by BHMA (CPD).
  - 4. Hardware Preparation for Wood Doors with Wood or Steel Frames: BHMA A156.115W.
- D. Fasteners:
  - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
    - a. Aluminum fasteners are not permitted.
    - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.

### **2.02 HINGES**

- A. Manufacturers:
- B. Hinges: Comply with BHMA A156.1, Grade 1.
  - 1. Butt Hinges: Comply with BHMA A156.1 and BHMA A156.7 for templated hinges.
    - a. Provide hinge width required to clear surrounding trim.
  - 2. Provide hinges on every swinging door.
  - 3. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
  - 4. Provide following quantity of butt hinges for each door:
    - a. Doors From 60 inches High up to 90 inches High: Three hinges.

### **2.03 CYLINDRICAL LOCKS**

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

### **2.04 WALL STOPS**

- A. Wall Stops: Comply with BHMA A156.16, Grade 1 and Resilient Material Retention Test as described in this standard.
  - 1. Type: Bumper, concave, wall stop.
  - 2. Material: Aluminum housing with rubber insert.

### **2.05 WEATHERSTRIPPING AND GASKETING**

- A. Gasketing: Comply with .
  - 1. Head and Jamb Type: Self-adhesive.
  - 2. Provide sound-rated gasketing. Do not cut or notch gasketing material.

### **2.06 SIGNAGE**

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

### **2.07 SILENCERS**

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

### **2.08 FINISHES**

- A. Finishes: Provide door hardware of same finish, unless otherwise indicated.
  - 1. Primary Finish: 613; dark oxidized satin bronze, oil rubbed, with bronze base material (former US equivalent US10B); BHMA A156.18.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that doors and frames are ready to receive this work and frames are properly installed, and dimensions are as indicated on shop drawings.

### **3.02 INSTALLATION**

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. As indicated in following list; unless noted otherwise in Door Hardware Schedule or on drawings.
  - 1. Mounting heights in compliance with ADA Standards:
    - a. Locksets: 40-5/16 inch.

### **3.03 FIELD QUALITY CONTROL**

- A. Perform field inspection and testing under provisions of Section 01 40 00 - Quality Requirements.

### **3.04 ADJUSTING**

- A. Adjust work under provisions of Section 01 70 00 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.

### **3.05 CLEANING**

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

### **3.06 PROTECTION**

- A. Protect finished Work under provisions of Section 01 70 00 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

### **END OF SECTION**



**SECTION 08 87 23**  
**SAFETY AND SECURITY FILMS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES - REFER TO ATTACHED CUTSHEET**

- A. Glazing film applied to existing glazing assemblies.

**1.02 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
  - 1. Preparation instructions and recommendations.
  - 2. Installation methods.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. 3M Window Film; Fasara Glass Finishes: [www.solutions.3m.com/#sle](http://www.solutions.3m.com/#sle).

**2.02 MATERIALS**

- A. Glazing Film: Opaque polyester film for permanent bonding to glass.
  - 1. Thickness: .0032 inch, minimum.
  - 2. Color: Frosted Crystal, Opaque.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Field -Applied Film: Verify that existing conditions are adequate for proper application and performance of film.
- B. Examine glass and frames. Verify that existing conditions are adequate for proper application and performance of film.
- C. Verify glass is not cracked, chipped, broken, or damaged.
- D. Verify that frames are securely anchored and free of defects.
- E. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

**3.02 PREPARATION**

- A. Clean glass of dust, dirt, paint, oil, grease, mildew, mold, and other contaminants that would inhibit adhesion.
- B. Immediately prior to applying film, thoroughly wash glass with neutral cleaning solution.
- C. Protect adjacent surfaces.
- D. Do not begin installation until substrates have been properly prepared.

**3.03 INSTALLATION**

- A. Install in accordance with manufacturer's instructions, without air bubbles, wrinkles, streaks, bands, thin spots, pinholes, or gaps, as required to achieve specified performance.
- B. Accurately cut film with straight edges to required sizes allowing 1/16 inch to 1/8 inch gap at perimeter of glazed panel unless otherwise required by anchorage method.
- C. Seams: Install material with out seams.
- D. Clean glass and anchoring accessories following installation. Remove excess sealants and other glazing materials from adjacent finished surfaces.
- E. Remove labels and protective covers.

#### **3.04 PROTECTION**

- A. Protect installed products until completion of project.
- B. Touch-up, repair or replace damaged products before Date of Substantial Completion.

#### **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.
- B. Removal of existing floor coverings.
- C. Preparation of existing concrete floor slabs for installation of floor coverings.
- D. Testing of concrete floor slabs for moisture and alkalinity (pH).
- E. Remediation of concrete floor slabs due to unsatisfactory moisture or 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 for use of the specified allowance will be issued.
- F. Patching compound.
- G. Remedial floor coatings.
- H. Preparation of existing wood-based floors and subfloors for installation of new floor coverings.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM C109/C109M - Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or (50-mm) Cube Specimens) 2020b.
- 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 2019, with Editorial Revision (2020).
- D. ASTM F1869 - Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride 2016a.
- E. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes 2019a.
- F. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings 2011.

##### **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. Visual Observation Report: For existing floor coverings to be removed.
- B. Floor Covering and Adhesive Manufacturers' Product Literature: For each specific combination of substrate, floor covering, and adhesive to be used; showing:

1. Moisture and alkalinity (pH) limits and test methods.
  2. Manufacturer's required bond/compatibility test procedure.
- C. Remedial Materials Product Data: Manufacturer's published data on each product to be used for remediation.
1. Manufacturer's statement of compatibility with types of flooring applied over remedial product.
  2. Specimen Warranty: Copy of warranty to be issued by coating manufacturer and certificate of underwriter's coverage of warranty.
- D. Adhesive Bond and Compatibility Test Report.
- E. Copy of RFCI (RWP).

#### **1.05 QUALITY ASSURANCE**

- A. Moisture and 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.
- 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.
- E. Remedial Coating Installer Qualifications: Company specializing in performing work of the type specified in this section, trained by or employed by coating manufacturer, and able to provide at least 3 project references showing at least 3 years' experience installing moisture emission coatings.

#### **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 or more than 85 degrees F.
- 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: 1/8 inch, maximum.
  - 2. Use product recommended by flooring manufacturer.

## PART 3 EXECUTION

### 3.01 CONCRETE SLAB PREPARATION

- A. Perform following operations in the order indicated:
  - 1. Existing concrete slabs (on-grade and elevated) with existing floor coverings:
    - a. Visual observation of existing floor covering, for adhesion, water damage, alkaline deposits, and other defects.
    - b. Removal of existing floor covering.
  - 2. Preliminary cleaning.
  - 3. Moisture vapor emission tests; 3 tests in the first 1000 square feet and one test in each additional 1000 square feet, unless otherwise indicated or required by flooring manufacturer.
  - 4. Internal relative humidity tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 5. Alkalinity (pH) tests; in same locations as moisture vapor emission tests, unless otherwise indicated.
  - 6. Specified remediation, if required.
  - 7. Patching, smoothing, and leveling, as required.
  - 8. Other preparation specified.
  - 9. Adhesive bond and compatibility test.
  - 10. Protection.
- B. Remediations:

1. Active Water Leaks or Continuing Moisture Migration to Surface of Slab: Correct this condition before doing any other remediation; re-test after correction.
2. Excessive Moisture Emission or Relative Humidity: If an adhesive that is resistant to the level of moisture present is available and acceptable to flooring manufacturer, use that adhesive for installation of the flooring; if not, apply remedial floor coating or remedial sheet membrane over entire suspect floor area.
3. Excessive Alkalinity (pH): If remedial floor coating is necessary to address excessive moisture, no additional remediation is required; if not, if an adhesive that is resistant to the level present is available and acceptable to the flooring manufacturer, use that adhesive for installation of the flooring; otherwise, apply a skim coat of specified patching compound over entire suspect floor area.

### **3.02 REMOVAL OF EXISTING FLOOR COVERINGS**

- A. Comply with local, State, and federal regulations and recommendations of RFCI Recommended Work Practices for Removal of Resilient Floor Coverings, as applicable to floor covering being removed.
- B. Dispose of removed materials in accordance with local, State, and federal regulations and as specified.

### **3.03 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.

### **3.04 MOISTURE VAPOR EMISSION 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. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F1869 and as follows.
- D. Plastic sheet test and mat bond test may not be substituted for the specified ASTM test method, as those methods do not quantify the moisture content sufficiently.
- E. 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 test values exceed 3 pounds per 1000 square feet per 24 hours.
- F. Report: Report the information required by the test method.

### **3.05 INTERNAL RELATIVE HUMIDITY 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. Where this specification conflicts with the referenced test method, comply with the requirements of this section.
- C. Test in accordance with ASTM F2170 Procedure A and as follows.
- D. Testing with electrical impedance or resistance apparatus may not be substituted for the specified ASTM test method, as the values determined are not comparable to the ASTM test values and do not quantify the moisture content sufficiently.

- E. 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 any test value exceeds 75 percent relative humidity.
- F. Report: Report the information required by the test method.

### **3.06 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. The following procedure is the equivalent of that described in ASTM F710, repeated here for the Contractor's convenience.
  - 1. Use a wide range alkalinity (pH) test paper, its associated chart, and distilled or deionized water.
  - 2. Place several drops of water on a clean surface of concrete, forming a puddle approximately 1 inch in diameter. Allow the puddle to set for approximately 60 seconds, then dip the alkalinity (pH) test paper into the water, remove it, and compare immediately to chart to determine alkalinity (pH) reading.
  - 3. Use of a digital pH meter with probe is acceptable; follow meter manufacturer's instructions.
- C. 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.

### **3.07 PREPARATION**

- A. See individual floor covering section(s) for additional requirements.
- B. Comply with requirements and recommendations of floor covering manufacturer.
- C. Fill and smooth surface cracks, grooves, depressions, control joints and other non-moving joints, and other irregularities with patching compound.
- D. Do not fill expansion joints, isolation joints, or other moving joints.

### **3.08 ADHESIVE BOND AND COMPATIBILITY TESTING**

- A. Comply with requirements and recommendations of floor covering manufacturer.

### **3.09 APPLICATION OF REMEDIAL FLOOR COATING**

- A. Comply with requirements and recommendations of coating manufacturer.

### **3.10 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. Acoustic insulation.
- C. Gypsum sheathing.
- D. Gypsum wallboard.
- E. Joint treatment and accessories.
- F. Textured finish system.

**1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Building framing.
- B. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

**1.03 REFERENCE STANDARDS**

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board 2017.
- B. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board 2004 (Reapproved 2020).
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing 2017.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board 2020.
- 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 2020.
- F. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base 2019.
- G. ASTM C1396/C1396M - Standard Specification for Gypsum Board 2017.
- H. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber 2016.
- I. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements 2009 (Reapproved 2016).
- J. ASTM E413 - Classification for Rating Sound Insulation 2016.
- K. GA-216 - Application and Finishing of Gypsum Panel Products 2016.

**1.04 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.

## **1.05 QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 3 years of experience.

## **PART 2 PRODUCTS**

### **2.01 GYPSUM BOARD ASSEMBLIES**

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
  - 1. See PART 3 for finishing requirements.
- B. Interior Partitions, Indicated as Acoustic: Provide completed assemblies with the following characteristics:
  - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

### **2.02 BOARD MATERIALS**

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
  - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
  - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
    - a. Mold resistant board is required at all wet locations.
  - 3. Thickness:
    - a. Vertical Surfaces: 5/8 inch.
    - b. Ceilings: 5/8 inch.

### **2.03 GYPSUM WALLBOARD ACCESSORIES**

- A. Acoustic Insulation: ASTM C665; preformed glass fiber, friction fit type, unfaced. Thickness: 3-1/2 inch.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Beads, Joint Accessories, and Other Trim: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
  - 1. Corner Beads: Low profile, for 90 degree outside corners.
  - 2. L-Trim: Sized to fit 5/8 inch thick gypsum wallboard.
- D. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
  - 1. Paper Tape: 2 inch wide, creased paper tape for joints and corners.
  - 2. Joint Compound: Drying type, vinyl-based, ready-mixed.
- E. Screws for Fastening of Gypsum Panel Products to Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.

- F. Nails for Attachment to Wood Members: ASTM C514.

## **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 one bead continuously on substrate before installation of perimeter framing 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.

### **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. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- D. Installation on Wood Framing: Attach utilizing screws or nails as specified above.

### **3.04 INSTALLATION OF TRIM AND ACCESSORIES**

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

### **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 3: Walls to receive textured wall finish.
  2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
  3. Level 1: 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.

2. Taping, filling, and sanding are not required at surfaces behind fixed cabinetry.

### **3.06 TEXTURE FINISH**

- A. Apply finish texture coating by means of spraying apparatus in accordance with manufacturer's instructions to match adjacent surfaces.

### **3.07 TOLERANCES**

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

### **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 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings 2017.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels 2013.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions 2020.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products 2019.

**1.04 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.

**1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.
- C. Samples: Submit two samples 6 by 6 inch in size illustrating material and finish of acoustical units.

**1.06 QUALITY ASSURANCE**

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years experience.

**1.07 FIELD CONDITIONS**

- A. Maintain uniform temperature of minimum 60 degrees F, and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

**PART 2 PRODUCTS**

**2.01 MANUFACTURERS**

- A. Acoustic Tiles/Panels:
  - 1. Armstrong World Industries, Inc: [www.armstrongceilings.com](http://www.armstrongceilings.com).

2. Substitutions: Not permitted.
- B. Suspension Systems:
1. Armstrong World Industries, Inc: [www.armstrongceilings.com](http://www.armstrongceilings.com).
  2. Substitutions: Not permitted.

## **2.02 ACOUSTICAL UNITS**

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Panels: Painted mineral fiber, with the following characteristics:
1. Pattern: Circles.
  2. Color: Silver
  3. Size: 24 by 24 inches.
  4. Thickness: 7/8 inch (24 mm).
  5. Panel Edge: Flush reveal.
  6. Suspension System: Exposed grid.
  7. Products:
    - a. Armstrong World Industries, Inc; Tincraft: [www.armstrongceilings.com](http://www.armstrongceilings.com).
    - b. Substitutions: Not permitted.

## **2.03 SUSPENSION SYSTEM(S)**

- A. Armstrong Prelude XL.
1. Main beam 7301
  2. cross tees 7342 and 7328
  3. wall molding 7800
  4. Color to match accoustic panels

## **2.04 ACCESSORIES**

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Hanger Wire: 12-gage 0.08 inch galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
1. Angle Molding: L-shaped, for mounting at same elevation as face of grid.
- D. 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 PREPARATION**

- A. Install after major above-ceiling work is complete.
- B. Coordinate the location of hangers with other work.

### **3.03 INSTALLATION - SUSPENSION SYSTEM**

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Lay out system to a balanced grid design with edge units no less than 50 percent of acoustical unit size.
- 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 of each corner, or support components independently.
- I. Do not eccentrically load system or induce rotation of runners.

### **3.04 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. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:
  - 1. Cut to fit irregular grid and perimeter edge trim.
  - 2. Make field cut edges of same profile as factory edges.
- F. Where round obstructions occur, provide preformed closures to match perimeter molding.

### **3.05 TOLERANCES**

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet.
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

**END OF SECTION**



**SECTION 09 65 00**  
**RESILIENT FLOORING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Resilient tile flooring.
- B. Resilient base.
- C. Installation accessories.

**1.02 RELATED REQUIREMENTS**

- A. Section 09 05 61 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.
- B. Section 09 05 61 - Common Work Results for Flooring Preparation: Concrete slab moisture and alkalinity testing and remediation procedures.

**1.03 REFERENCE STANDARDS**

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source 2019a, with Editorial Revision (2020).
- B. ASTM F1700 - Standard Specification for Solid Vinyl Floor Tile 2020.
- C. ASTM F1861 - Standard Specification for Resilient Wall Base 2016.
- D. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source 2019.

**1.04 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. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Concrete Subfloor Test Report: Submit a copy of the moisture and alkalinity (pH) test reports.
- E. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of subfloor is acceptable.
- F. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- 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.
  - 2. Extra Flooring Material: 1 unopened box of each type and color.
  - 3. Extra Wall Base: 25 linear feet of each type and color.

**1.05 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing specified flooring with minimum three years experience.
- B. Installer Qualifications: Company specializing in installing specified flooring with minimum three years experience.

#### **1.06 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 and 90 degrees F.
- D. Protect roll materials from damage by storing on end.
- E. Do not double stack pallets.

#### **1.07 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 to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

### **PART 2 PRODUCTS**

#### **2.01 TILE FLOORING**

- A. Luxury Vinyl Tile: Surface-decorated, with wear layer.
  - 1. Product: Living Local Glue Down
  - 2. Manufacturers:
    - a. Mohawk.
  - 3. Minimum Requirements: Comply with ASTM F1700, of Class corresponding to type specified.
  - 4. Critical Radiant Flux (CRF): Minimum 0.45 watt per square centimeter, when tested in accordance with ASTM E648.
  - 5. Plank Tile Size: 6 by 48 inch.
  - 6. Wear Layer Thickness: 0.5 mm.
  - 7. Total Thickness: 2.5 mm.
  - 8. Adhesive: Mohawk M99
  - 9. Color: To be selected by Architect from manufacturer's standard range.

#### **2.02 RESILIENT BASE**

- A. Resilient Base - Type RB: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
  - 1. Manufacturers:
    - a. Roppe Corp; Pinnacle Rubber Wall Base: [www.roppe.com](http://www.roppe.com).
    - b. 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 inch.
4. Thickness: 0.125 inch.
5. Finish: Satin.
6. Length: Roll.
7. Adhesive: Waterproof; type recommended by resilient base manufacturer.
8. Color: To be selected by Architect from manufacturer's full range.

## **2.03 ACCESSORIES**

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
- C. Transition and Edge Strips: Rubber.
  1. Manufacturers:
    - a. Roppe; #24 Reducer Strip, 1/4": [www.roppe.com](http://www.roppe.com).
    - b. 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. Adhesive:
    - a. Roppe EN-610 Epoxy Nose Filler.
    - b. Roppe C-630 Contact Adhesive.
  4. Location: At exposed carpet edge transition to LVT.

## **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 moisture and alkalinity (pH).
  1. Test in accordance with Section 09 05 61.
  2. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
  3. Follow moisture and alkalinity remediation procedures in Section 09 05 61.

### **3.02 PREPARATION**

- A. Prepare floor substrates for installation of flooring in accordance with Section 09 05 61.

### **3.03 INSTALLATION - GENERAL**

- A. Starting installation constitutes acceptance of subfloor conditions.
  - 1. Install in accordance with manufacturer's written instructions.
- B. Adhesive-Applied Installation:
  - 1. Spread only enough adhesive to permit installation of materials before initial set.
  - 2. Fit joints and butt seams tightly.
  - 3. Set flooring in place, press with heavy roller to attain full adhesion.
- C. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
  - 1. Resilient Strips: Attach to substrate using adhesive.
- D. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.

### **3.04 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 plank tile with a random offset of at least 6 inches from adjacent rows.

### **3.05 INSTALLATION - RESILIENT BASE**

- A. Fit joints tightly and make vertical. Joints are to be located at internal corners only.
  - 1. Where length of wall does not permit a single piece of resilient base, install joint near center of length.
- B. Miter internal corners. At external corners, use premolded units. At exposed ends, use premolded units.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

### **3.06 CLEANING**

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

### **3.07 PROTECTION**

- A. Prohibit traffic on resilient flooring for 48 hours after installation.

### **END OF SECTION**

## **SECTION 09 72 00**

### **WALL COVERINGS**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Vinyl bead board wainscot.

##### **1.02 REFERENCE STANDARDS**

- A. ASTM D1308 - Standard Test Method for Effect of Household Chemicals on Clear and Pigmented Coating Systems 2020.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials 2021.

##### **1.03 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on wall covering.
- C. Samples: Submit two samples of wall covering, 6" by 6 inch in size illustrating color, finish, and texture.
- D. Manufacturer's Installation Instructions: Indicate special procedures.
- E. Maintenance Data: Submit data on cleaning, touch-up, and repair of covered surfaces.
- F. 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 Wall Covering Materials: 25 linear feet of each color and pattern of wall covering; store where directed.

#### **PART 2 PRODUCTS**

##### **2.01 WALL COVERINGS**

- A. General Requirements:
  - 1. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/50, maximum, when tested in accordance with ASTM E84.
  - 2. Chemical and Stain Resistance: No visible staining or discoloration and no damage to surface texture when tested in accordance with ASTM D1308.
- B. Wall Covering: PVC beadboard wainscoting.
  - 1. Manufacturer: AIC Millworks.
  - 2. Model: Plastibec PVC Beadboard
  - 3. Panel Size: 1/4" T x 4 1/4" W.
  - 4. Trim: Manufacturer's standard trim shapes; wainscoting cap, wainscoting base, inside corner cove, and outside corner moulding.
  - 5. Color: To be selected by Architect from manufactures full range of colors..

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work, and comply with requirements of wall covering manufacturer.

### **3.02 INSTALLATION**

- A. Install in accordance with manufacturer's instructions.
- B. Horizontal seams are not acceptable.

### **3.03 CLEANING**

- A. Clean wall coverings of dust, dirt, and other contaminants.
- B. Reinstall wall plates and accessories removed prior to work of this section.

### **3.04 PROTECTION**

- A. Do not permit construction activities at or near finished wall covering areas.

## **END OF SECTION**

**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.
- 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. Floors, unless specifically indicated.
  - 6. Glass.
  - 7. Concealed pipes, ducts, and conduits.

**1.02 RELATED REQUIREMENTS**

**1.03 REFERENCE STANDARDS**

- A. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating 2005 (Reapproved 2017).
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials 2020.
- C. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association Current Edition.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual Current Edition.
- E. SSPC-SP 13 - Surface Preparation of Concrete 1997 (Reaffirmed 2003).

**1.04 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 three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
  1. Where sheen is specified, submit samples in only that sheen.
  2. Where sheen is not specified, submit each color in each sheen available.
- D. Maintenance Data: Submit data including care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- E. 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 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 experience.

#### **1.06 DELIVERY, STORAGE, AND HANDLING**

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

#### **1.07 FIELD CONDITIONS**

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
  1. Behr Process Corporation: [www.behr.com/#sle](http://www.behr.com/#sle).
  2. Diamond Vogel Paints: [www.diamondvogel.com/#sle](http://www.diamondvogel.com/#sle).
  3. 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. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at [www.paintinfo.com](http://www.paintinfo.com), for specified MPI categories, except as otherwise indicated.
2. 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.
3. 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.
4. 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.
5. Supply each paint material in quantity required to complete entire project's work from a single production run.
6. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.

## **2.03 PAINT SYSTEMS - INTERIOR**

A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, wood, and plaster.

1. Two top coats and one coat primer.
2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
  - a. Products:
    - 1) Behr Premium Plus Interior Eggshell Enamel [No. 2050]. (MPI #145)
    - 2) Sherwin-Williams Harmony Interior Acrylic Latex, Eg-Shel. (MPI #144)
    - 3) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Low Sheen. (MPI #144)
    - 4) Substitutions: Section 01 60 00 - Product Requirements.
3. Top Coat Sheen:
  - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
4. Primer: As recommended by top coat manufacturer for specific substrate.

## **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 effect 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 are below the following maximums:
  - 1. Gypsum Wallboard: 12 percent.
  - 2. Plaster and Stucco: 12 percent.
  - 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
  - 4. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

### **3.02 PREPARATION**

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Concrete:
  - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
  - 2. Clean concrete according to ASTM D4258. Allow to dry.
  - 3. Prepare surface as recommended by top coat manufacturer and according to SSPC-SP 13.
- F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- H. Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.
- I. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.

### **3.03 APPLICATION**

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

- F. 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.

#### **3.06 COLOR SCHEDULE**

- A. Color to be selected by architect from manufacturer's standard colors.

#### **END OF SECTION**

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## **SECTION 10 28 00**

### **TOILET, BATH, AND LAUNDRY ACCESSORIES**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

- A. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS**

- A. Commercial Toilet accessories:
  - 1. American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
  - 2. Bradley Corporation: [www.bradleycorp.com](http://www.bradleycorp.com).
  - 3. Bobrick: [www.bobrick.com](http://www.bobrick.com).
- 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.
- B. Keys: Provide 2 keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.

##### **2.03 FINISHES**

- A. Stainless Steel: Satin finish, unless otherwise noted.

##### **2.04 COMMERCIAL TOILET ACCESSORIES**

- A. Toilet Paper Dispenser: Double roll, surface mounted bracket type, stainless steel.
- B. Paper Towel Dispenser: Electric, roll paper type.
  - 1. Cover: High impact plastic.
  - 2. Paper Discharge: Touchless automatic.
    - a. Dispenser automatically dispenses towel when hands are placed under the opening.
    - b. Equipped with switches that provide a variety of dispensed sizes and delays.
  - 3. Capacity: Up to 8 inch diameter roll, 8 inch wide, with a 1-1/2 inch to 2 inch diameter core.
    - a. Paper type: Non-perforated, non-proprietary, up to 800 feet long.

4. Mounting: Surface mounted.
  5. Power: Battery powered with life LED indicator.
  6. Refill Indicator: Illuminated refill indicator.
  7. Refill: Keyed lock at top for door access.
- C. Grab Bars: Stainless steel, peened surface.
1. Standard Duty Grab Bars:
    - a. Push/Pull Point Load: 250 pound-force, minimum.
    - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.05 inch wall thickness, concealed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
    - c. Finish: Satin.
    - d. Length and Configuration: As indicated on drawings.
- D. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.

## **2.05 DIAPER CHANGING STATIONS**

- A. Diaper Changing Station: Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
- B. Basis of design: Bobrick KB110-SSWM
1. Material: Stainless steel.
  2. Mounting: Surface.
- C. Bag hook
- D. Basis of design: bobrick
1. Material: Stainless Steel

## **PART 3 EXECUTION**

### **3.01 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 and as indicated on drawings.

## **END OF SECTION**

## **SECTION 10 28 00**

### **TOILET, BATH, AND LAUNDRY ACCESSORIES**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES - REFER TO ATTACHED CUTSHEETS**

- A. Commercial toilet accessories.
- B. Diaper changing stations.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Concealed supports for accessories, including in wall framing and plates and above ceiling framing.

##### **1.03 REFERENCE STANDARDS**

- A. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service 2015a (Reapproved 2019).
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process 2020.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar 2015.
- D. ASTM F2285 - Standard Consumer Safety Performance Specification for Diaper Changing Tables for Commercial Use 2004, with Editorial Revision (2016).

##### **1.04 ADMINISTRATIVE REQUIREMENTS**

- A. Coordinate the work with the placement of internal wall reinforcement to receive anchor attachments.

##### **1.05 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.

#### **PART 2 PRODUCTS**

##### **2.01 MANUFACTURERS**

- A. Commercial Toilet accessories:
  - 1. American Specialties, Inc: [www.americanspecialties.com](http://www.americanspecialties.com).
  - 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 2 keys for each accessory to Owner; master key lockable accessories.
- C. Stainless Steel Sheet: ASTM A666, Type 304.
- D. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- E. Galvanized Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, with G90/Z275 coating.
- F. Adhesive: Two component epoxy type, waterproof.
- G. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof.

## **2.03 FINISHES**

- A. Stainless Steel: Satin finish, unless otherwise noted.

## **2.04 COMMERCIAL TOILET ACCESSORIES**

- A. Toilet Paper Dispenser: Single roll, surface mounted bracket type, stainless steel.
1. Products:
    - a. Bobrick B-76857.
    - b. Substitutions: Section 01 60 00 - Product Requirements.
- B. Unit shall accommodate one standard-core toilet paper rolls up to 5-1/2" (140mm) diameter.
- C. Flanges and support arms shall be equipped with concealed mounting brackets that are secured to concealed wall plates with stainless steel set screws.
- D. Spindles shall be equipped with heavy-duty internal springs and theft-resistant hardware.
- E. Paper Towel Dispenser: Electric, roll paper type.
1. Cover: High impact plastic.
  2. Paper Discharge: Touchless automatic.
    - a. Dispenser automatically dispenses towel when hands are placed under the opening.
    - b. Equipped with switches that provide a variety of dispensed sizes and delays.
  3. Capacity: Up to 8 inch diameter roll, 8 inch wide, with a 1-1/2 inch to 2 inch diameter core.
    - a. Paper type: Non-perforated, non-proprietary, up to 800 feet long.
  4. Mounting: Surface mounted.
  5. Power: Battery powered with life LED indicator.
  6. Refill Indicator: Illuminated refill indicator.
  7. Refill: Keyed lock at top for door access.
  8. Products:
    - a. Semi-recessed - Bobrick B-29744.



- b. Surface mounted - Bobrick B-2974.
  - c. Substitutions: Section 01 60 00 - Product Requirements.
- F. Grab Bars: Stainless steel, peened surface.
  - 1. Standard Duty Grab Bars:
    - a. Push/Pull Point Load: 250 pound-force, minimum.
    - b. Dimensions: 1-1/2 inch outside diameter, minimum 0.05 inch wall thickness, concealed flange mounting, 1-1/2 inch clearance between wall and inside of grab bar.
    - c. Finish: Satin.
    - d. Length and Configuration: As indicated on drawings.
    - e. Products:
      - 1) Bobrick B-5806.99.
      - 2) Substitutions: Section 01 60 00 - Product Requirements.
- G. Sanitary Napkin Disposal Unit: Stainless steel, surface-mounted, self-closing door, locking bottom panel with full-length stainless steel piano-type hinge, removable receptacle.
  - 1. Products:
    - a. Bobrick B-270.
    - b. Substitutions: Section 01 60 00 - Product Requirements.

## **2.05 DIAPER CHANGING STATIONS**

- A. Diaper Changing Station: Wall-mounted folding diaper changing station for use in commercial toilet facilities, meeting or exceeding ASTM F2285.
- B. Basis of design: Bobrick KB110-SSWM
  - 1. Material: Stainless steel.
  - 2. Mounting: Surface.
- C. Bag hook
- D. Basis of design: bobrick
  - 1. Material: Stainless Steel

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. For battery-operated accessories, verify that electrical power connections are ready and in the correct configuration.
- D. 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 and as indicated on drawings.

### **3.04 PROTECTION**

- A. Protect installed accessories from damage due to subsequent construction operations.

### **END OF SECTION**

## **SECTION 12 32 00**

### **MANUFACTURED WOOD CASEWORK**

#### **PART 1 GENERAL**

##### **1.01 SECTION INCLUDES**

- A. Manufactured custom casework, with cabinet hardware.
- B. Countertops.

##### **1.02 RELATED REQUIREMENTS**

- A. Section 06 10 00 - Rough Carpentry: Blocking and nailers for anchoring casework.
- B. Section 07 92 00 - Joint Sealants: Sealing joints between casework and countertops and adjacent walls, floors, and ceilings.
- C. Section 09 65 00 - Resilient Flooring: Resilient wall base.

##### **1.03 DEFINITIONS**

- A. Exposed: Portions of casework visible when drawers and cabinet doors are closed, including end panels, bottoms of cases more than 42 inches above finished floor, tops of cases less than 72 inches above finished floor and all members visible in open cases or behind glass doors.
- B. Semi-Exposed: Portions of casework and surfaces behind solid doors, tops of cases more than 72 inches above finished floor and bottoms of cabinets more than 30 inches but less than 42 inches above finished floor.
- C. Concealed: Sleepers, web frames, dust panels and other surfaces not generally visible after installation and cabinets less than 30 inches above finished floor.

##### **1.04 REFERENCE STANDARDS**

- A. ANSI A135.4 - Basic Hardboard 2012 (R2020).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants 2018.
- C. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards 2014, with Errata (2018).
- D. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.1 2017, with Errata (2019).
- E. BHMA A156.9 - American National Standard for Cabinet Hardware 2015.
- F. HPVA HP-1 - American National Standard for Hardwood and Decorative Plywood 2016.
- G. NEMA LD 3 - High-Pressure Decorative Laminates 2005.

##### **1.05 SUBMITTALS**

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Component dimensions, configurations, construction details, joint details, attachments.
- C. Shop Drawings: Indicate casework types, sizes, and locations, using large scale plans, elevations, and cross sections. Include rough-in and anchors and reinforcements, placement dimensions and tolerances, clearances required, and keying information.
- D. Samples for Finish Selection: Fully finished, for color selection. Minimum sample size: 2 inches by 3 inches.

1. Plastic laminate samples, for color, texture, and finish selection.
- E. Maintenance Data: Manufacturer's recommendations for care and cleaning.
- F. Finish touch-up kit for each type and color of materials provided.

#### **1.06 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified in this section, with not less than three years of experience.

#### **1.07 DELIVERY, STORAGE, AND HANDLING**

- A. Protect items provided by this section, including finished surfaces and hardware items during handling and installation. For metal surfaces, use polyethylene film or other protective material standard with the manufacturer.
- B. Acceptance at Site:
  1. Do not deliver or install casework until the conditions specified under Part 3, Examination Article of this section have been met. Products delivered to sites that are not enclosed and/or improperly conditioned will not be accepted if warping or damage due to unsatisfactory conditions occurs.
- C. Storage:
  1. Store casework in the area of installation. If necessary, prior to installation, temporarily store in another area, meeting the environmental requirements specified under Part 3, "Site Verification of Conditions" Article of this section.

#### **1.08 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 Substantial Completion, at no additional cost to Owner. Defects include, but are not limited to:
  1. Ruptured, cracked, or stained finish coating.
  2. Discoloration or lack of finish integrity.
  3. Cracking or peeling of finish.
  4. Delamination of components.
  5. Failure of adhesives.
  6. Failure of hardware.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

#### **2.02 CASEWORK, GENERAL**

- A. Quality Standard: AWI/AWMAC/WI (AWS), unless noted otherwise.
- B. Wood Veneer Faced Cabinets: Custom Grade.

#### **2.03 FABRICATION**

- A. Assembly: Shop assemble casework items for delivery to site in units easily handled and to permit passage through building openings.
- B. Construction: As required for selected grade.
- C. Structural Performance: Safely support the following minimum loads:
  - 1. Base Units: 500 pounds per linear foot across the cabinet ends.
  - 2. Suspended Units: 300 pounds static load.
  - 3. Drawers: 125 pounds, minimum.
  - 4. Hanging Wall Cases: 300 pounds.
  - 5. Shelves: 100 pounds, minimum.
- D. Fittings and Fixture Locations: Cut and drill components for fittings and fixtures.
- E. Hardware Application: Factory-machine casework members for hardware that is not surface applied.
- F. Edging: Fit shelves, doors, and exposed edges with specified edging. Do not use more than one piece for any single length.
- G. Scribes and Fillers: Panels of matching construction and finish, for locations where cabinets do not fit tight to adjacent construction.
- H. Matching Wood Grain: Comply with requirements of quality standard for specified grade and as follows:
  - 1. Provide balance matched panels at each elevation.

#### **2.04 WOOD-VENEER-FACED CASEWORK**

- A. Wood-Veneer-Faced Casework: Solid wood and wood panel construction; each unit self-contained and not dependent on adjacent units or building structure for rigidity; in sizes necessary to avoid field cutting except for scribes and filler panels. Include adjustable levelers for base cabinets.
  - 1. Style: Reveal overlay. Ease doors and drawer fronts slightly at edges.
  - 2. Cabinet Nominal Dimensions: Unless otherwise indicated, provide cabinets of widths and heights indicated on drawings, and with following front-to-back dimensions:
    - a. Base Cabinets: 24 inches.
    - b. Wall Cabinets: 13 inches.
  - 3. Finishes:
    - a. Exposed Exterior Surfaces: HPVA HP-1 Grade A, Ash, plain sliced, book-matched.
    - b. Exposed Interior Surfaces: Thermally fused laminate.
      - 1) Color: White.
    - c. Semi-Exposed Surfaces: HPVA HP-1 Grade B, Ash, plain sliced, book-matched.
    - d. Concealed Surfaces: Manufacturer's option.
    - e. Factory-finish all exposed and semi-exposed surfaces with the same finish.
      - 1) Preparation: Wood sanded smooth, free from dust and mill marks.

- 2) Stain: Single application of clean, manufacturer-recommended stain of selected color; tinted coating not acceptable.
- 3) Coating: Clear, superior-quality, chemical-resistant acyclic urethane; applied in accordance with manufacturer instructions, force-dried, sanded and wiped clean.
- 4) Coats: Multiple coats as required to achieve minimum 1.5 mil dry film thickness.
- 5) Appearance: Clear satin gloss; not cloudy or muddy.

## **2.05 COUNTERTOPS**

- A. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 - Countertops, Custom Grade, unless otherwise noted.
- B. Plastic Laminate Countertops: High pressure decorative laminate sheet bonded to substrate.
  1. Manufacturer's standard configuration for exposed edges, back and end splashes.
    - a. Color: To be selected by Architect from manufacturers standard line.

## **2.06 CABINET HARDWARE**

- A. Comply with BHMA A156.9 requirements.
  1. Acceptable base materials for plated finishes include brass, bronze, and steel.
- B. Locks: Provide locks on casework drawers and doors where indicated. Lock with 5 pin cylinder and 2 keys per lock.
  1. Hinged Doors: Cam type lock, bright chromium plated over nickel on base material.
  2. Keying: Key all locks the same.
- C. Shelves in Cabinets:
  1. Shelf Clips: Hafele, 282.47.402, 2-pin, plastic, transparent.
- D. Swinging Doors: Hinges, pulls, and catches.
  1. Hinges: Concealed, number as required by referenced standards for width, height, and weight of door.
    - a. Concealed Hinges: Installed in cabinet edge, and on door back, bright chromium plated over nickel on base material.
      - 1) European-Style Hinges for Overlay Doors: 170 degree opening angle.
  2. Pulls: Chrome wire pulls, 4 inches wide.
    - a. Amerock BP76312CS26D.
    - b. Finish: Brushed chrome.
    - c. Substitutions are permitted.
  3. Catches: Mechanical catch for "inactive" leaf of cabinets with double doors.
- E. Drawers: Pulls and slides.
  1. Pulls: Chrome wire pulls, 4 inches wide.
    - a. Amerock BP76312CS26D.

- b. Finish: Brushed chrome.
  - c. Substitutions are permitted.
- 2. Slides: Steel, full extension arms, ball bearings; self-closing; capacity as recommended by manufacturer for drawer height and width.
  - a. Blum Tandem plus, Blumotion, full-extension.

## **2.07 MATERIALS**

- A. Wood-Based Materials:
  - 1. Solid Wood: Air-dried to 4.5 percent moisture content, then tempered to 6 percent moisture content before use.
  - 2. Composite Wood Panels: Containing no urea-formaldehyde resin binders.
- B. Solid Wood: Clear, dry, sound, plain sawn, selected for compatible species, grain and color, no defects.
- C. Semi-Exposed Solid Wood: Dry, sound, plain sawn, no appearance defects, any species similar in color and grain to exposed portions.
- D. Hardwood Plywood: Veneer core; HPVA HP-1 Grade as indicated; same species as exposed solid wood, clear, compatible grain and color, no defects. Band exposed edges with solid wood of same species as veneer.
- E. Concealed Solid Wood or Plywood: Any species and without defects affecting strength or utility.
- F. Hardwood Edgebanding: Use solid hardwood edgebanding matching species, color, grain, and grade for exposed portions of cabinetry.
- G. Hardboard: ANSI A135.4, Class 1, tempered.
- H. High Pressure Decorative Laminate (HPDL): NEMA LD 3, types as recommended for specific applications. complying with Grade requirements, and standard with the manufacturer.
- I. Thermally Fused Laminate (TFL): Melamine resin, NEMA LD 3, Type VGL laminate panels.

## **2.08 ACCESSORIES**

- A. Concealed Joint Fasteners: Corrosion-resistant, standard with manufacturer.
- B. Sealant for Use in Casework Installation:
  - 1. One component, clear silicone base sealant, chemical curing complying with ASTM C920, Type S, Grade NS, Class 25, Use NT, when tested to glass and aluminum, anti-fungus composition.

## **PART 3 EXECUTION**

### **3.01 PREPARATION**

### **3.02 EXAMINATION**

- A. Site Verification of Environmental Conditions:
  - 1. Do not deliver casework until the following conditions have been met:
    - a. Building has been enclosed (windows and doors sealed and weather-tight).
    - b. An operational HVAC system that maintains temperature and humidity at occupancy levels has been put in place.

- c. Ceiling, overhead ductwork, piping, and lighting have been installed.
- d. Installation areas do not require further "wet work" construction.
- B. For Base Cabinets Installation: Examine floor levelness and flatness of installation space. Do not proceed with installation if encountered floor conditions required more than 1/2 inch leveling adjustment. When installation conditions are acceptable, for each space, establish the high point of the floor. Set and make level and plumb first cabinet in relation to this high point.
- C. For Wall Cabinets Installation: Examine wall surfaces in installation space. Do not proceed with installation if the following conditions are encountered:
  - 1. Maximum variation from plane of masonry wall exceeds 1/4 inch in 10 ft and 1/2 inch in 20 ft or more, and/or maximum variation from plumb exceeds 1/4 inch per story.
- D. Verify adequacy of support framing and anchors.
- E. Verify that service connections are correctly located and of proper characteristics.

### **3.03 INSTALLATION**

- A. Perform installation in accordance with manufacturer's instructions.
- B. Use anchoring devices to suit conditions and substrate materials encountered. Use concealed fasteners to the greatest degree possible. Use exposed fasteners only where allowed by approved shop drawings, or where concealed fasteners are impracticable.
- C. Set casework items plumb and square, securely anchored to building structure.
- D. Align cabinets to adjoining components, install filler and/or scribe panels where necessary to close gaps.
- E. Fasten together cabinets in continuous runs, with joints flush, uniform and tight. Misalignment of adjacent units not to exceed 1/16 inch. In addition, do not exceed the following tolerances:
  - 1. Variation of Tops of Base Cabinets from Level: 1/16 inch in 10 feet.
  - 2. Variation of Bottoms of Wall Cabinets from Level: 1/8 inch in 10 feet.
  - 3. Variation of Faces of Cabinets from a True Plane: 1/8 inch in 10 feet.
  - 4. Variation of Adjacent Surfaces from a True Plane (Lippage): 1/32 inch.
  - 5. Variation in Alignment of Adjacent Door and Drawer Edges: 1/16 inch.
- F. Secure wall and floor cabinets to concealed blocking at gypsum board assemblies.
- G. Base Cabinets: Fasten cabinets to service space framing and/or wall substrates, with fasteners spaced not more than 16 inches on center. Bolt adjacent cabinets together with joints flush, tight, and uniform.
- H. Wall Cabinets: Fasten to concealed blocking. Fasten each cabinet through back, near top and near bottom, at not less than 16 inches on center.
- I. Install hardware uniformly and precisely.
- J. Countertops: Install countertops intended and furnished for field installation in one true plane, with ends abutting at hairline joints, and no raised edges.
- K. Replace units that are damaged, including those that have damaged finishes.

### **3.04 ADJUSTING**



- A. Adjust operating parts, including doors, drawers, hardware, and fixtures to function smoothly.

### **3.05 CLEANING**

- A. Clean casework and other installed surfaces thoroughly.

### **3.06 PROTECTION**

- A. Do not permit finished casework to be exposed to continued construction activity.
- B. Protect casework and countertops from ongoing construction activities. Prevent workmen from standing on, or storing tools and materials on casework or countertops.
- C. Repair damage, including to finishes, that occurs prior to Date of Substantial Completion, using methods prescribed by manufacturer; replace units that cannot be repaired to like-new condition.

### **END OF SECTION**

## **SECTION 12 36 00**

### **COUNTERTOPS**

#### **PART 1 GENERAL**

##### **1.01 SUBMITTALS**

- A. 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. Specimen warranty.
- B. Shop Drawings: Complete details of materials and installation ; combine with shop drawings of cabinets and casework specified in other sections.
- C. Selection Samples: For each finish product specified, color chips representing manufacturer's full range of available colors and patterns.

#### **PART 2 PRODUCTS**

##### **2.01 COUNTERTOPS**

- A. Quality Standard: Custom Grade, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
- B. SSM: Solid Surfacing Countertops: Solid surfacing sheet or plastic resin casting over continuous substrate.
  - 1. Flat Sheet Thickness: 1/2 inch, minimum.
  - 2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
    - a. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
    - b. Finish on Exposed Surfaces: Semi-gloss, gloss rating of 25 to 50.
    - c. Color and Pattern: Orion's Belt, 9213CM.
  - 3. Other Components Thickness: 1/2 inch, minimum.
  - 4. Exposed Edge Treatment: Built up to minimum 1-1/4 inch thick; square edge; use marine edge at sinks.
  - 5. Back and End Splashes: Same sheet material, square top; minimum 4 inches high.
  - 6. Fabricate in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 11 - Countertops, Premium Grade.
  - 7. Corners:
    - a. Shape: Radiused as indicated on Drawings.
    - b. Locations: All corners where front edge of counter top is beyond adjacent walls or casework.

- C. SSM-1: Solid Surfacing Window Sills and Display Case bottom: Solid surfacing sheet or plastic resin casting.
1. Flat Sheet Thickness: 1/2 inch, minimum.
  2. Solid Surfacing Sheet and Plastic Resin Castings: Complying with ISFA 2-01 and NEMA LD 3; acrylic or polyester resin, mineral filler, and pigments; homogenous, non-porous and capable of being worked and repaired using standard woodworking tools; no surface coating; color and pattern consistent throughout thickness.
    - a. Manufacturers:
      - 1) Wilsonart; Solid Surface: [www.wilsonart.com](http://www.wilsonart.com).
      - 2) Substitutions: See Section 01 60 00 - Product Requirements.
    - b. Surface Burning Characteristics: Flame spread index of 25, maximum; smoke developed index of 450, maximum; when tested in accordance with ASTM E84.
    - c. Finish on Exposed Surfaces: Semi-gloss, gloss rating of 25 to 50.
    - d. Color and Pattern: Antique White, 1572SL.
  3. Other Components Thickness: 1/2 inch minimum.
  4. Exposed edge treatment: Square edge.
  5. Skirts at window sills: As indicated in drawings.
  6. Fabricate in accordance with manufacturer's standard requirements.

## **2.02 MATERIALS**

- A. Contractor Option: Plywood for Supporting Substrate: PS 1 Exterior Grade, A-C veneer grade, minimum 5-ply; minimum 3/4 inch thick; join lengths using metal splines.
- B. Contractor Option: Particleboard for Supporting Substrate: ANSI A208.1 Grade 2-M-2, 45 pcf minimum density; minimum 3/4 inch thick; join lengths using metal splines.
- C. Adhesives: Chemical resistant waterproof adhesive as recommended by manufacturer of materials being joined.

## **2.03 FABRICATION**

- A. Fabricate tops and splashes in the largest sections practicable, with top surface of joints flush.
- B. Provide back/end splash wherever counter edge abuts vertical surface unless otherwise indicated.
- C. Solid Surfacing: Fabricate tops up to 144 inches long in one piece; join pieces with adhesive sealant in accordance with manufacturer's recommendations and instructions.

## **PART 3 EXECUTION**

### **3.01 INSTALLATION**

- A. Securely attach countertops to cabinets using concealed fasteners. Make flat surfaces level; shim where required.
- B. Seal joint between back/end splashes and vertical surfaces.

## **END OF SECTION**