



**PLAINVIEW CITY COUNCIL
SPECIAL MEETING
AGENDA**

Tuesday, May 22, 2018, at 5:30 P.M.

Special meetings are meetings held at a time or place that is different from the regularly scheduled meetings. These are often scheduled to deal with specific items that need to be addressed before the next regular meeting. Generally, any matter that can be addressed at a regular meeting can also be addressed at a special meeting if it has been properly noticed. The clerk must post written notice of the date, time, place, and purpose of the special meeting on the city's principal bulletin board at least three days before the meeting.

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
Because this is a special meeting, no business may be addressed that is not posted (part of the original agenda).
- 4. UNFINISHED BUSINESS**
- 5. NEW BUSINESS**
A. Approve Library Bids
- 6. ADJOURN TO REGULAR WORK SESSION**



Executive Summary

City Council Special Meeting: May 22, 2018

AGENDA ITEM: Library Renovation Bids	AGENDA SECTION: New Business
PREPARED BY: Clarissa Hadler, City Administrator	AGENDA NO. 5.A.
ATTACHMENTS: Bid Tabulation Sheet, Memo from Library Director Henderson	APPROVED BY: cgh
RECOMMENDED ACTION: Motion to award the Library Renovation Bid to <u>(Contractor)</u> for the <u>(Project Scope)</u> in the amount of \$ <u>(Amount)</u> .	

BACKGROUND:

The City received two bids for the renovation project; Gingerich Construction and Kreofsky Building Systems. The bid tabulation sheet is attached for your reference.

Please see Library Director Henderson's memo regarding the request for completion of the project as a whole, including Alternates.

The table below reflects the total bids and low bidder for each project scope;

Project Scope	Amount	Contractor
Base Bid Only	\$ 214,614	Gingerich Construction
Base Bid + Alternate 1	\$ 226,308	Gingerich Construction
Base Bid + Alternate 2	\$ 251,384	Gingerich Construction
Base Bid + Alternates 1 & 2	\$ 261,848	Kreofsky Building Systems
Base Bid + Alternates 1 & 3	\$ 293,761	Gingerich Construction

Alternate 1: Provide keyless entry to hardware sets 2 and 3.

Alternate 2: Remove and replace existing roof weather barrier and shingles.

Alternate 3: In lieu of asphalt shingles, install standing seam metal roof over entire roof.

Our architect, Dana Hlebichuk, states that the expected lifespan of steel is 50 years or more, while shingles are 15 – 20 years. The difference in cost to go with steel instead of shingles would be approximately \$32,000, or an additional \$1000 per year for the life of the roof. In comparison, the cost for two additional roof installations (once every 15 years) may likely exceed twice the cost of the current bid, or \$130,000. The following are some of the value differences between the steel and shingle roof.

Metal Roof



PROS

- + Can be installed over an old roof
- + Material is lighter
- + More energy efficient
- + Little maintenance
- + Eligible for tax credits and insurance discounts
- + More durable
- + Fire resistant
- + 100 percent recyclable
- + Higher home resale value
- + Longer warranties



CONS

- More difficult to install
- Can be noisy without proper installation
- Materials and installation cost more
- More difficult to repair

Asphalt Shingles



PROS

- + More popular with homeowners
- + More variety of colors
- + Easier and faster to install
- + Materials and installation cost less
- + Performs well in winter
- + Less expensive to repair
- + Some are fire resistant
- + Can be recycled



CONS

- Old roof should be removed before installation
- Material is heavier
- Less durable
- Subject to wind and hail damage
- Susceptible to mildew, algae, and mold
- Absorbs heat from the summer sun

SUMMARY:

Staff recommends Council determine if they would like to move forward with the project, and if so, which alternates they will include, and award the bid accordingly. The discussion should also include how the Council would prefer to pay for the project and whether we would like to hire a construction manager to oversee the project. The City has the money available in cash reserves.

Memo

Bids for the library renovation project were opened on Wednesday, May 16. There were 2 submissions with the base bid being in the \$215,000-230,000 range.

The original proposal brought forward in December 2017 was \$102,000. The trigger for obtaining that proposal was that the library windows were leaking to the inside of the building. We brought forth the idea of new windows and new siding with a few additional items intended to address water issues in the library including restructuring the roof over the west and east bump-outs, and replacing the downspouts. Also included was the replacement of the front entry doors as the center post is rusting out.

At the December council meeting, I was challenged to ensure that all potential issues with the building were being assessed and possibly addressed in the project which led to a significant increase in project scope. Items that were added to the base bid include the following:

Removal of Solar Tubes / Installation of Lighting: This was an issue that came to light after the original proposal was created. In January of this year, water began falling from the ceiling in late afternoons of warmer days. It was determined that our solar tubes were condensating. When the sun got high enough in the afternoon, ice surrounding the tubes would melt and run down through the ceiling. This project was added to the base bid because new lighting will be necessary to address the loss of natural lighting that occurred when the south facing windows were eliminated in the 2015 roof project.

Repair Lobby Walls and Ceiling: We have sustained quite a bit of water damage in the vaulted ceiling of the lobby, particularly this past spring. To address the repair, some wallpaper will need to be removed. The wallpaper is original to the building (27 years old) and is falling off of the walls in many other spots. In 5 years, I have been unable to locate a business willing to work with wallpaper so it was determined that removal of all wallpaper and replacement with paint should be added to the base bid.

Family Restrooms: Our restrooms are not in compliance with regulations set forth in the Americans with Disabilities Act. Additionally, the tight space and lack of changing area is unfriendly to families with small children. By converting each of our 2 existing restrooms to a family style that includes a taller ADA compliant toilet, a smaller child-sized toilet, and a changing station, we will create a safer, more friendly environment for patrons with all manner of needs.

Requested alternate options include the following:

Keyless Entry: My recommendation would be to accept bid alternate #1, Keyless Entry. Our building was last re-keyed in 2004. Keys are held by staff, delivery service, and other contract services. As there is no way to prevent duplication of keys, there is no way for me to know with certainty how many keys are in circulation. Moving to a Keyless Entry system will allow me to track exactly how many fobs are out there and disable them as necessary. This project would be in addition to the base bid. Please refer to the Bid Opening Tabulation.

Roof: My recommendation for the roof would be to accept bid alternate #2, New Shingles. The existing shingles have been "baking" as a result of improper ventilation and are not expected to last the expected life of a shingle. They are currently showing signs of distress and are starting to curl. Placing fresh shingles on a properly ventilated roof maximizes our investment as we should then be able to expect them to live out a normal lifespan rather than having to replace the stressed ones within the next few years. This project would be in addition to the base bid. Please refer to the Bid Opening Tabulation.

Alice L. Henderson
Director, Plainview Public Library

May 17, 2018



Project: Plainview Public Library Renovation
Architect's Project No.: 1032R0001.000
Bid Opening Date/Time: May 16, 2018 at 2:00 PM
Bid Opening Location: City of Plainview, 345 1st Ave NW, Plainview MN 55964

Rochester
3777 40th Avenue NW
Suite 200
Rochester, MN 55901-1772

507.292.8743 
507.292.8746 
Rochester@wsn.us.com 

WidethSmithNolting.com

BID OPENING TABULATION

[illegible]

May 17, 2018



Rochester

3777 40th Avenue NW
Suite 200
Rochester, MN 55901-1772

507.292.8743 

507.292.8746 

Rochester@wsn.us.com 

WidethSmithNolting.com

Project: Plainview Public Library Renovation
Architect's Project No.: 1032R0001.000
Bid Opening Date/Time: May 16, 2018 at 2:00 PM
Bid Opening Location: City of Plainview, 345 1st Ave NW,
Plainview MN 55964

Plainview exterior renovation and roof repair. This is a single phase project encompassing the demolition of the existing EIFS exterior façade and replaced with new prefinished steel siding. The project also includes the removal and replacement of all exterior windows, entry door and modifications to the roof soffit, fascia, gutter and downspouts. The interior work includes miscellaneous sheet rock repair, toilet room modifications to meet accessibility standards and a keyless entry system at the main entry door and interior storage door.

Original Contract: Estimate \$120,000

- Siding
- Windows
- Entry Door
- Soffit/Fascia
- Gutters/Downspouts

Additional Scope:

- Roof Extension
- Toilets (4)
- Remove Skylights
- Repair Lobby walls and ceiling
- Keyless Entry
- Replace Roof
- Lighting interior (3), exterior (9)

Clarissa Hadler

From: Dana Hlebichuk <Dana.Hlebichuk@wsn.us.com>
Sent: Thursday, May 17, 2018 9:41 AM
To: Clarissa Hadler
Cc: Alice Henderson; Michael Burgdorf
Subject: Alt. Bid #1...

I spoke with Lincoln and he is comfortable with the alternate bid. The electrician included the wiring for the electric strikes in his base bid. So the cost to install is covered in KBS' base bid and alternate. If we don't proceed with Alternate #1 we could request a deduct for the electrical strikes which would equate to approximately \$5,000.

Dana J. Hlebichuk, AIA

Architect, VP
507-206-2135
Dana.Hlebichuk@wsn.us.com
File Transfer | [Click here to transfer large files](#)



3777 40th Avenue NW Suite 200 | Rochester, MN 55901-3297

WidethSmithNolting.com

Engineering | Architecture | Surveying | Environmental



Rochester

3777 40th Avenue NW

Suite 200

Rochester, MN 55901-1772

507.292.8743 

507.292.8746 

Rochester@wsn.us.com 

WidethSmithNolting.com

Plainview Public Library Renovation

345 1st Ave NW

Plainview MN

City of Plainview

241 W Broadway

Plainview MN 55964

WSN PROJECT NO. 1032R0001.000

April 23, 2018

PRELIMINARY - NOT FOR CONSTRUCTION

**SECTION 00 0105
CERTIFICATIONS PAGE**

ARCHITECT

WIDSETH SMITH NOLTING & ASSOCIATES, INC.

3777 40th Ave NW, Suite 200

Rochester, MN 55901

Phone: (507) 292-8743

Fax: (507) 292-8746

**I HEREBY CERTIFY THAT THIS SPECIFICATION WAS PREPARED BY ME OR UNDER MY
DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE
LAWS OF THE STATE OF MINNESOTA.**

Dana Hlebichuk, Architect (Registration 44719)

Dana.Hlebichuk@wsn.us.com

END OF SECTION

**SECTION 00 0110
TABLE OF CONTENTS**

PROCUREMENT AND CONTRACTING REQUIREMENTS

1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS

- A. 00 0105 - Certifications Page
- B. 00 0110 - Table of Contents
- C. 00 0115 - List of Drawing Sheets
- D. 00 1113 - Advertisement for Bids
- E. 00 2113 - Instructions to Bidders
- F. 00 3100 - Available Project Information
 - 1. Existing Wall Assessment, dated March 23, 2018 by Braun Intertec (Project #B1802388)
- G. 00 4100 - Bid Form
- H. 00 4325 - Substitution Request Form - During Procurement
- I. 00 4336 - Proposed Subcontractors Form

SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 2200 - Unit Prices
- D. 01 2300 - Alternates
- E. 01 3000 - Administrative Requirements
- F. 01 4000 - Quality Requirements
- G. 01 5000 - Temporary Facilities and Controls
- H. 01 6000 - Product Requirements
- I. 01 7000 - Execution and Closeout Requirements
- J. 01 7800 - Closeout Submittals

2.02 DIVISION 02 -- EXISTING CONDITIONS

- A. 02 4100 - Demolition

2.03 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

- A. 06 1000 - Rough Carpentry

2.04 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

- A. 07 2100 - Thermal Insulation
- B. 07 2500 - Weather Barriers
- C. 07 3113 - Asphalt Shingles
- D. 07 4619 - Steel Siding
- E. 07 6200 - Sheet Metal Flashing and Trim
- F. 07 9200 - Joint Sealants

2.05 DIVISION 08 -- OPENINGS

- A. 08 1416 - Flush Wood Doors
- B. 08 4313 - Aluminum-Framed Storefronts
- C. 08 5113 - Aluminum Windows
- D. 08 7100 - Door Hardware

E. 08 8000 - Glazing

2.06 DIVISION 09 -- FINISHES

A. 09 2116 - Gypsum Board Assemblies

B. 09 9000 - Painting and Coating

2.07 DIVISION 10 -- SPECIALTIES

A. 10 2800 - Toilet, Bath, and Laundry Accessories

END OF SECTION

SECTION 00 0115
LIST OF DRAWING SHEETS

G1.1 TITLE SHEET
G1.2 ADA Standards
D1.1 Demolition Plan
A1.1 New Floor Plan, Roof Plan, Elevations
A1.2 Schedules, Sections, Details

END OF SECTION

**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Plainview
- B. Address:
241 W Broadway
Plainview, MN 55964

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

- A. Widseth Smith Nolting & Associates, Inc.
- B. Address:
3777 40th Ave NW
Suite 200
Rochester, MN 55901

1.03 DATE: APRIL 25, 2018

1.04 TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at 345 1st Ave NW, Plainview MN 55964 before 2:00 pm local daylight time on the 16th day of May 2018, for:
- B. Project: 1032R0001.000-Plainview Public Library Renovation
- C. Project Description: Plainview exterior renovation and roof repair. This is a single phase project encompassing the demolition of the existing EIFS exterior façade and replaced with new prefinished steel siding. The project also includes the removal and replacement of all exterior windows, entry door and modifications to the roof soffit, fascia, gutter and downspouts. The interior work includes miscellaneous sheet rock repair, toilet room modifications to meet accessibility standards and a keyless entry system at the main entry door and interior storage door.
- D. Documents may be obtained only by Bidders on QuestCDN.com (Quest EBidDoc #5722630) or view the Bid Documents at the office of the Owner.
- E. All bidders are responsible for obtaining documents for bidding and construction purposes and for any costs incurred therein.
- F. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 5 percent of the Bid Amount.
- G. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders and Document 00 3100 - Available Project Information.
- H. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- I. Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission.
- J. The Owner reserves the right to accept or reject any or all offers.

1.05 SIGNATURE

- A. For: City of Plainview
- B. By: Clarissa Hadler, City Administrator

END OF SECTION

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 THE INSTRUCTIONS IN THIS DOCUMENT AMEND OR SUPPLEMENT THE INSTRUCTIONS TO BIDDERS AND OTHER PROVISIONS OF THE BIDDING AND CONTRACT DOCUMENTS.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
 - 3. Work Identified in the 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. Site Examination
- D. Qualifications
 - 1. Qualifications
 - 2. Subcontractors/Suppliers/Others
- E. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- F. Bid Enclosures/Requirements
 - 1. Security Deposit
 - 2. Consent of Surety
 - 3. Performance Assurance
 - 4. Insurance
 - 5. Bid Form Requirements
 - 6. Fees for Changes in the Work
 - 7. Bid Form Signature
 - 8. Additional Bid Information
 - 9. Selection and Award of Alternates
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.03 RELATED DOCUMENTS

- A. Document 01 1000 - Summary.
- B. Document 00 1113 - Advertisement for Bids.
- C. Document 00 3100 - Available Project Information.
- D. Document 00 4100 - Bid Form.
- E. Document 00 4301 - Bid Form Supplements Cover Sheet.
- F. Document 00 4336 - Proposed Subcontractors Form.
- G. Document 00 4325 - Substitution Request Form - During Procurement

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 241 W Broadway, Plainview MN 55964 before 2:00 p.m. local daylight time on the 16th day of May 2018.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to complete a renovation located at 345 1st Ave NW, Plainview MN 55964 for a Stipulated Sum contract, in accordance with the Contract Documents.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, remodeling, 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.
- B. Owner requires that under the work of this contract be completed as quickly as possible and consideration will be given to time of completion when reviewing the submitted bids.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form, Supplements To Bid Forms and Appendices identified.
- B. Contract Documents: Defined in plan set identified as Architect's project number 1032R0001.000 including issued Addenda.
- C. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- D. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Architect's Project Number 1032R0001.000, as prepared by Architect who is located at 3777 40th Ave NW, Suite 200, Rochester MN 55901, and with contents as identified in the Table of Contents.

3.03 AVAILABILITY

- A. Bid documents may be obtained at QuestCDN.com (Quest EBidDoc #5722630) .
- B. All bidders are responsible for obtaining documents for bidding and construction purposes and for any costs incurred therein.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 INQUIRIES/ADDENDA

- A. Direct questions to Dana Hlebichuk, AIA, Widseth Smith Nolgint & Associates, Inc., email; dana.hlebichuk@wsn.us.com.
- B. Questions must be received in writing no later than May 9, 2018, 5:00 p.m. to be considered and answered.
- C. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Amount.
- D. Verbal answers are not binding on any party.
- E. Clarifications requested by bidders must be in writing not less than 3 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 via QuestCDN.com.

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Where the Bid Documents stipulate a particular product, substitutions will be considered up to May 9, 2018 at 5:00 p.m. days before receipt of bids.
- B. Submit substitution requests by completing the form in Section 00 4325 - Substitution Request Form - During Procurement; 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. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted via Addendum.
- G. See Section 01 6000 - Product Requirements for additional requirements.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. A visit to the project site has been arranged for bidders as follows: (optional) May 2, 2018 at 8:30 a.m. at the project site.

4.02 PREBID CONFERENCE

- A. An optional bidders conference has been scheduled for 8:30 a.m. on the 2nd day of May 2018 at the location of the project.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to known Bid Document recipients via QuestCDN.com.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit required MN Responsible Contractor Documentation.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

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 with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, 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 via QuestCDN.com.

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 security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.
- D. Bids are by invitation, only from selected bidders. Bids from unsolicited bidders may be returned.

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. Include the cost of bid security in the Bid Amount.

7.02 PERFORMANCE ASSURANCE

- A. Include the cost of Performance and Payment Bonds in the Bid Amount.

7.03 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 the Contract Documents.

7.04 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.05 SALES AND USE TAXES

- A. Tax Exempt?

7.06 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.
- B. Include in the Bid Form, the fees proposed for subcontract work for changes (both additions and deductions) in the Work. Contractor shall apply fees as noted, to the subcontractor's gross (net plus fee) costs on additional work.

7.07 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. Affix seal.
 - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to 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.

7.08 ADDITIONAL BID INFORMATION

- A. The lowest bidder will be requested to complete the Supplements To Bid Forms within 24 hours after submission of bids.
- B. Submit the following Supplements concurrent with bid submission:
 1. Proposed Construction Schedule.
 2. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

7.09 SELECTION AND AWARD OF ALTERNATES

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate price as a difference in bid price by adding to or deducting from the base bid price.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) 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

SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Existing Conditions Survey: Entitled Existing Wall Assessment, dated March 23, 2018 by Braun Intertec (Project #B1802388).

1.02 PERMITS

- A. Owner has obtained the required permits and/or approvals, that are required to be secured prior to commencement of construction work on this project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

March 23, 2018

Project B1802388

City of Plainview
c/o Dana Hlebichuk, AIA
Widseth Smith Nolting
3777 40th Avenue NW
Rochester, MN 55901

Re: Exterior Wall Assessment
Plainview Public Library
345 1st Avenue
Plainview, MN 55964

Dear Mr. Hlebichuk:

The purpose of this letter is to report the findings of an independent assessment of the exterior wall construction by Braun Intertec Corporation at the Plainview Library in Plainview, Minnesota.

Background

We understand there has been previous water intrusion issues and repairs made to the walls. We also understand there will be an upcoming project to replace the roof, increase ventilation, and replace the EIFS cladding system with new siding. The investigative work requested is to determine the presence of insulation and/or if there is any damage to the existing exterior wall sheathing.

Scope of Services

Our scope of services included a site visit to perform scans with an infrared camera, moisture meter, and test cuts. On the interior, a small holes would be made to insert a borescope to allow visual observations of the wall cavity. This was to include one on each elevation on each half of the building, plus one in each restroom on the north wall, for a total of eight (8) locations. On the exterior, we were to make test cuts in the existing walls, to check conditions beneath the surface. We were to put the materials from the cuts back in place with screws, adhesive and sealant, but not otherwise repair or paint. Our findings are provided in a brief written report with test cut observations, digital and infrared scan images.

Observations

We visited the site on March 16, 2018 to perform the site investigation. The weather outside at the time of our site visit was 25 degrees, clear with east winds of 15 mph.

Interior

Our investigation of the exterior wall began with an infrared scan of the interior face of the walls. Infrared cameras identify differences in temperature caused by conditions such as (but not limited to) voids in insulation, moisture or penetrations that can allow air bypasses or transitions in materials such as wall to floor or window openings that are traditionally difficult to seal properly. During our scan, the interior face of the exterior wall was generally of uniform color with a slightly cooler vertical lines where the stud framing was located. This would indicate that the construction of the walls and insulation was consistent throughout the building. With the exterior temperature significantly cooler than the interior temperature, the warm walls are consistent when compared with similar walls that are insulated.

The following anomalies were discovered during the infrared thermography.

- The south wall, east side behind the reading table (Photos 1 and 2). Two cold spots in line with the stud framing. This was later confirmed to be caused by a fastener that missed the stud when the exterior gypsum wall board was installed (Photo 15).
- The can lights above the bow windows on both the east and west elevations. (Photos 3 and 4) Usually, when a light is on, the temperature of the fixture is higher than the surrounding ceiling conditions. The can lights are cooler. With the temperature being uniform, it's unlikely that the colder temperature is caused by an air bypass but rather a thermal bypass where there's no break between the exterior surface and the interior.
- Also in Photos 3 and 4, where the curve in the ceiling meets the bow window is colder and shows indications of air movement.
- The wall to floor transitions in the west bow window (Photos 5 - 8) The streaks across the carpet and the inconsistent shape of the colder surface indicate that there's a hole where cold air is able to enter the interior side of the building.
- Cooler temperatures were observed in the ceiling tiles (Photos 9 and 10) near the bow window on the east wing.

After scanning the walls with the infrared camera, ½" holes were drilled into the gypsum wall board in 8 locations (Photo 11), one hole in each toilet room below the sinks; and three holes per wing of the library, one in each exterior wall. A boroscope was then inserted into the holes to verify the existence of a vapor barrier and identify what type (if any) insulation was in the stud cavity. We were unable to identify, with the boroscope, the condition or type of exterior substrate. At the six locations within the main library, a poly vapor barrier was present on the backside of the interior gypsum wall board (Photos 12 – 14, 16). When we drilled into the wall at the toilet room sinks, a void between the gypsum wall board and the vapor barrier/batt insulation was present to allow for plumbing to be concealed. Our drill was not long enough to pierce the vapor barrier.

Ceiling tiles in the east wing were removed near the exit door and spray foam insulation was observed at the transition between the exterior wall and the poly at the bottom of the roof truss that was containing blown in insulation (Photo 17). A hole was drilled in the vertical surface of the wall, above the ceiling and below the spray foam insulation (Photo 18). Conditions at this location were consistent with those of the rest of the building including a vapor barrier with batt insulation in the wall cavity behind the interior gypsum board. This would indicate that the spray foam insulation visible at the wall/roof transition is just surface applied at this horizontal location and not filling the wall cavities as previously understood.

After the interior investigation was completed, the debris was vacuumed up and the holes were patched with spackle.

Exterior Observations

Braun Intertec then scanned the exterior walls with the infrared camera. No anomalies were identified.

Exploratory test cuts were made in the exterior stucco at two locations. The first cut was on the east end of the south elevation while the second cut was on the east end of the north elevation. These two locations would give us a representative sampling of an elevation under solar exposure and one without. At both test cut locations, an approximately 2'-0" wide by 1'-0" high cut was made in to the EIFS with a grinder. The EIFS was then pried off of the substrate revealing that the approximately 1-inch expanded polystyrene insulation is mechanically attached to the substrate (Photo 19 and 22). The substrate was identified as gypsum wall board and was nailed to the stud framing. The gypsum wall board was in good condition with no visible staining or deterioration. A smaller cut in the gypsum wall board was made and the gypsum wall board was removed (Photo 20). The interior face of the gypsum board was in good condition with no visible staining or deterioration, as was the wood stud framing (Photo 21 and 23). The batt insulation was dry and clean and the presence of the vapor barrier was confirmed (Photo 24).

The gypsum wall board was then mechanically fastened to the existing wood stud framing. The EIFS was set back in place and also mechanically fastened to the framing. Silicone sealant was then applied to the cut joint and fasteners to temporarily seal the test cuts.

Conclusions

The visual observations, infrared thermography, and tests cuts revealed exterior walls in good condition. The original construction included cavity wall insulation and an interior vapor retarder. We did not observe any damage, discoloration, or staining at the test cut locations.

At the north bathroom walls, there was a chase on the interior and planters on the exterior that did not allow for observations of the exterior wall framing or cavity. The reported cold temperatures in the bathrooms may be due to an attic air bypass down the chase cooling the bathroom to chilling

PRELIMINARY - NOT FOR CONSTRUCTION

temperatures. When the roof ventilation project is completed, this area should be assessed from the attic to determine if measures to seal this chase are required.

During the siding project, it may be possible to leave the existing EIFS in place, installing a new water-resistive barrier, such as Tyvek, over the existing materials with furring strips as may be needed for the attachment of the new siding. If it is determined not possible or desired to maintain the existing finish due to interfacing with existing windows or other penetrations, as the EIFS was not glued, the EPS and fasteners can be removed, a water-resistive barrier installed, a thinner extruded or polyiso insulation can be used with similar R-value to the existing XPS with the siding installed direct to the wood studs. As the existing sheathing is gypsum board and not plywood, attachment of the siding will be required to be to each stud or furring strips used to span the existing studs.

General

In performing its services, Braun Intertec used that level of care and skill ordinarily exercised by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any further questions, please feel free to contact Jay Jackson at 612.210.9786 (jjackson@braunintertec.com) or Jack Rasmussen at 952.393.5217 (jrasmussen@braunintertec.com).

Sincerely,

BRAUN INTERTEC CORPORATION



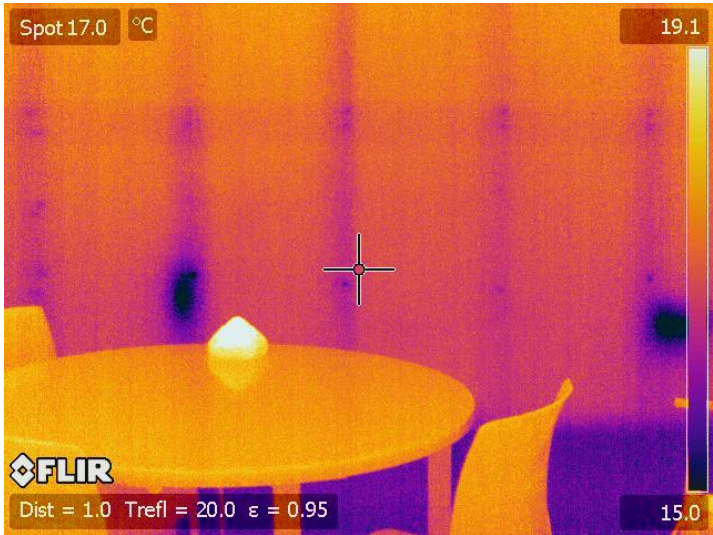
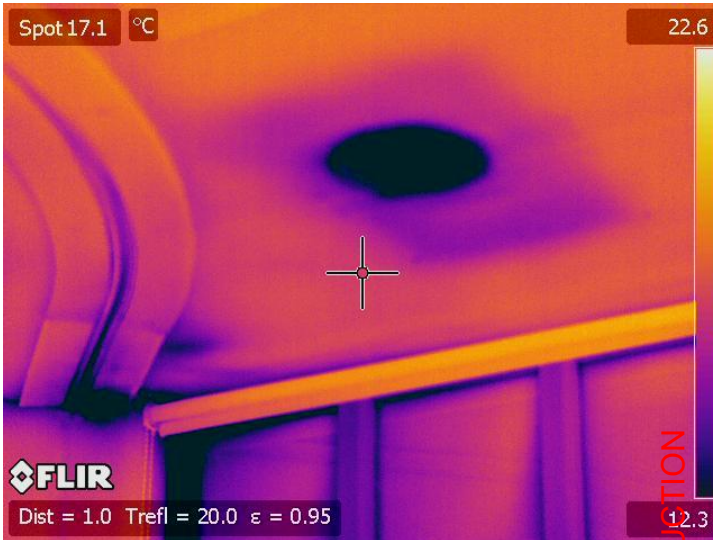
Jay A Jackson, RRO
Building Sciences Technologist III



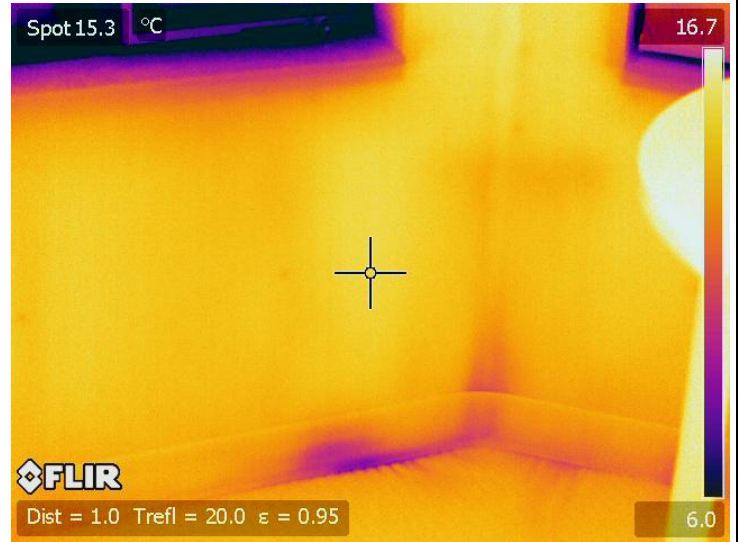
Jack R. Rasmussen, NCARB, AIA
Principal - Senior Architect

Attachments:
Photo Exhibit

PRELIMINARY - NOT FOR CONSTRUCTION

			
Photograph 1		Photograph 2	
East wing, south wall		Two dark spots are likely where fasteners were backed out.	
			
Photograph 3		Photograph 4	
East wing, east wall		Can light, despite being on, is colder than the surrounding area.	
Sheet 1 of 6	Project Number B1702388	Plainview Public Library Plainview, MN	

PRELIMINARY - NOT FOR CONSTRUCTION

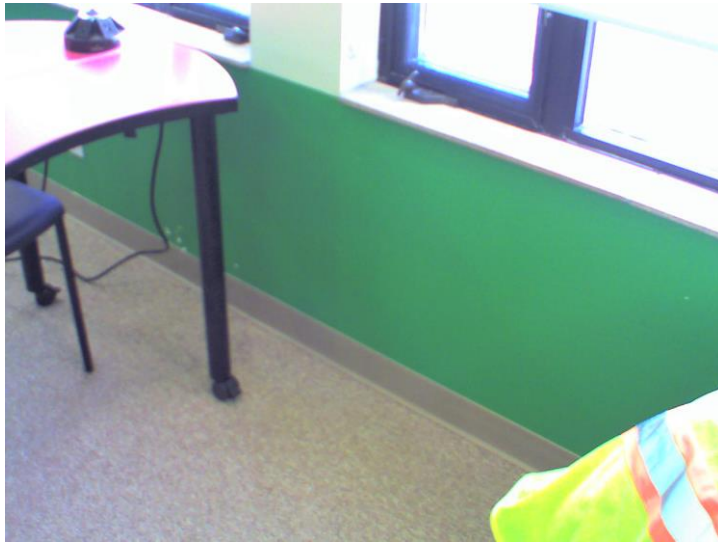


Photograph 5

West wing, west wall

Photograph 6

Dark "fingers" across the carpet indicate air movement at base of wall



Photograph 7

West wing, west wall

Photograph 8

Cold spots at base of wall

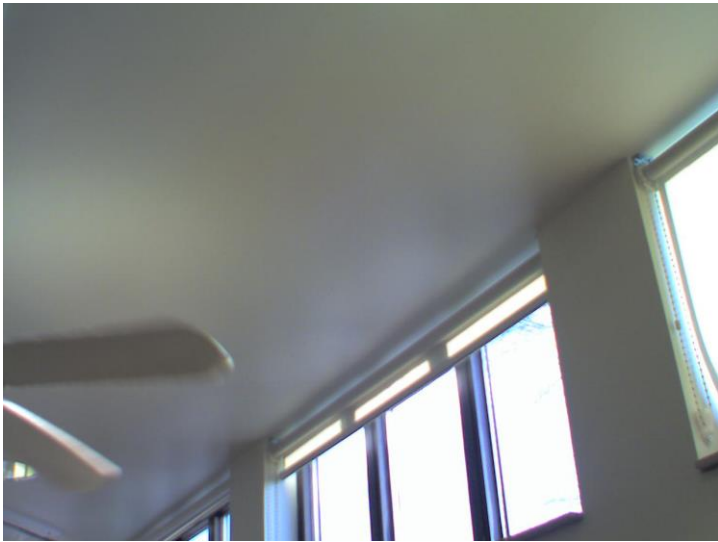
Sheet 2 of 6

Project Number
B1702388

Plainview Public Library
Plainview, MN

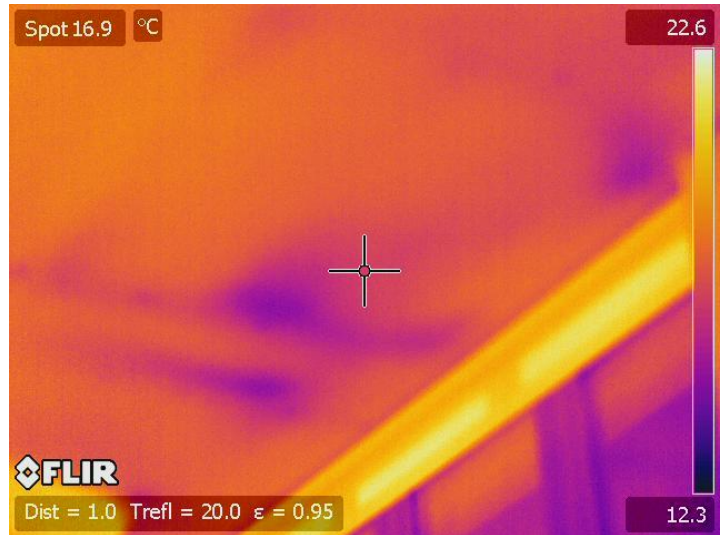
BRAUN
INTERTEC

PRELIMINARY - NOT FOR CONSTRUCTION



Photograph 9

East wing, east wall



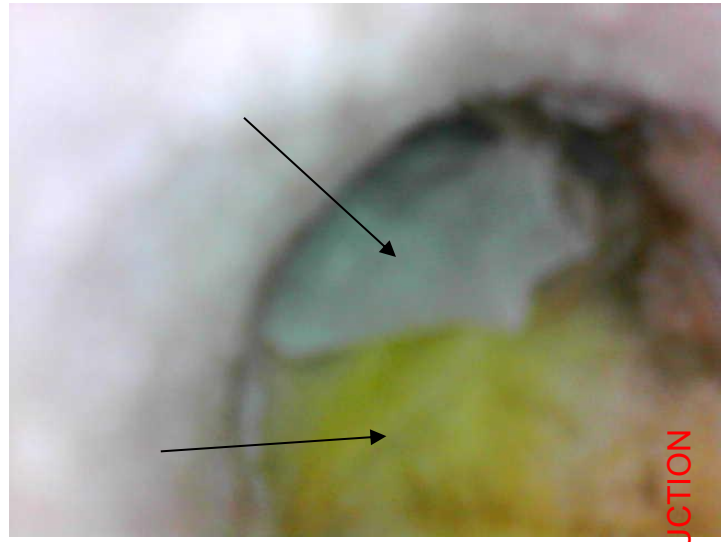
Photograph 10

Cold spots in ceiling



Photograph 11

East wing, north wall – ½" hole drilled in gypsum wall board above book shelves.



Photograph 12

Photo from boroscope showing vapor barrier and batt insulation

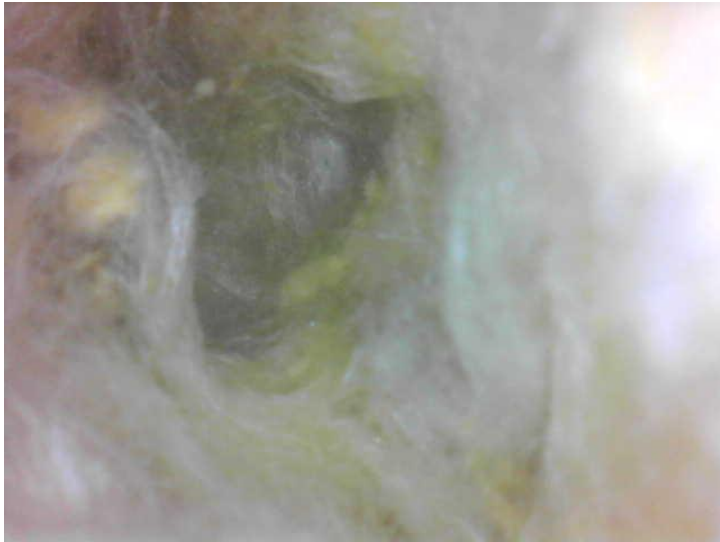
Sheet 3 of 6

Project Number
B1702388

Plainview Public Library
Plainview, MN

BRAUN
INTERTEC

PRELIMINARY - NOT FOR CONSTRUCTION



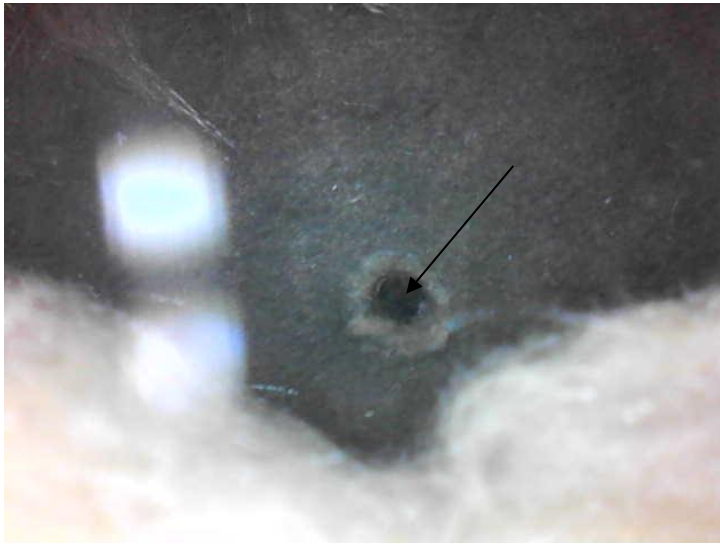
Photograph 13

Boroscope photo of existing batt insulation.



Photograph 14

We were unable to determine the condition of the exterior sheathing with the boroscope



Photograph 15

East wing, south wall – existing vacated fastener hole was the source of the one of the cold spots in photograph 2.



Photograph 16

East wing, east wall – vapor barrier and batt insulation visible

Sheet 4 of 6

Project Number
B1702388

Plainview Public Library
Plainview, MN

BRAUN
INTERTEC

PRELIMINARY - NOT FOR CONSTRUCTION



Photograph 17

East wing, east wall to ceiling transition. (location of the test hole prior to drilling)



Photograph 18

Batt insulation visible in test hole drilled into the east wall of the east wing above the ceiling.



Photograph 19

Test cut 1 – South elevation, east corner – EIFS was mechanically fastened. Substrate is gypsum wall board with no staining and in good condition.



Photograph 20

Test cut 1 – Batt insulation is dry and without staining.

Sheet 5 of 6

Project Number
B1702388

Plainview Public Library
Plainview, MN

BRAUN
INTERTEC

PRELIMINARY - NOT FOR CONSTRUCTION



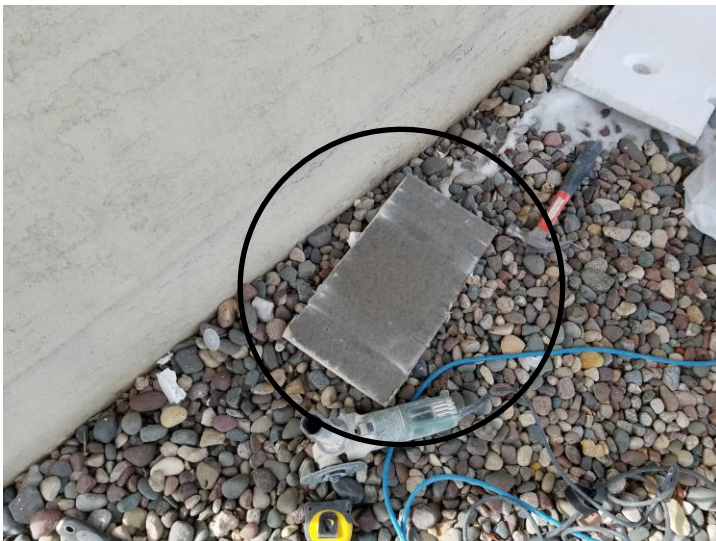
Photograph 21

Test cut 1 – interior face of gypsum board and EIFS are in good condition



Photograph 22

Test cut 2 – North elevation, east corner – EIFS was removed relatively cleanly. Exterior gypsum board is in good condition.



Photograph 23

Test cut 2 - interior face of gypsum wall board is in good condition



Photograph 24

Test cut 2 – Batt insulation is clean, dry and vapor barrier is intact.

Sheet 6 of 6

Project Number
B1702388

Plainview Public Library
Plainview, MN

BRAUN
INTERTEC

PRELIMINARY - NOT FOR CONSTRUCTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Plainview (Owner)
241 W Broadway
Plainview MN 55964

1.02 FOR:

- A. Project: 1032R0001.000-Plainview Public Library Renovation
- B. Plainview Public Library
 - 1. 345 1st Ave NW
 - 2. Plainview MN 55964

1.03 DATE: _____ (BIDDER TO ENTER DATE)

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

- A. Bidder's Full Name _____
 - 1. Address _____
 - 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Widseth Smith Nolting & Associates, Inc. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. Base Bid: _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. Alternate 1: Provide keyless entry to hardware sets 2 and 3.
_____ dollars
(\$ _____), in lawful money of the United States of America.
- D. We have included the required security deposit as required by the Instruction to Bidders.
- E. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
 - 1. The cost of the required performance assurance bonds is _____ dollars
(\$ _____), in lawful money of the United States of America.
- F. All applicable federal taxes are included and State of Minnesota taxes are included in the Bid Sum.
- G. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by

reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
B. Complete the Work in _____ calendar days from Notice to Proceed.

1.08 UNIT PRICES

- A. The following are Unit Prices for specific portions of the Work as listed. The following is the list of Unit Prices:
B. ITEM DESCRIPTION - UNIT QUANTITY - UNIT PRICE - ITEM VALUE
C. Remove and replace existing exterior sheathing - SF - _____ - \$

1.09 CHANGES TO THE WORK

- A. 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:
1. _____ percent overhead and profit on the net cost of our own Work;
2. _____ percent on the cost of work done by any Subcontractor.
B. 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.

1.10 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
2. Addendum # _____ Dated _____.

1.11 BID FORM SUPPLEMENTS

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
1. Proposed Construction Schedule.
2. Document 00 4336 - Proposed Subcontractors Form: Include the names of all Subcontractors and the portions of the Work they will perform.

1.12 BID FORM SIGNATURE(S)

- A. The Corporate Seal of
B. _____
C. (Bidder - print the full name of your firm)
D. was hereunto affixed in the presence of:
E. _____
F. (Authorized signing officer, Title)
G. (Seal)
H. _____
I. (Authorized signing officer, Title)

1.13 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 4325
SUBSTITUTION REQUEST FORM - DURING PROCUREMENT

DATE: _____

- A. To: Widseth Smith Nolting
1. 3777 40th Ave NW, Suite 200
2. Rochester MN 55901
3. Phone: 507-292-8743
4. Fax: 507-292-8746
- B. PROJECT: 1032R0001.000-Plainview Public Library Renovation
- C. SPECIFIED ITEMS:
1. Section # & Title: _____
a. Page: _____
b. Paragraph: _____
c. Description: _____
- D. The undersigned requests the approval of the following:
- E. PROPOSED SUBSTITUTION(S):
1. Manufacturer: _____
2. City, State: _____
3. Model No.: _____
- F. Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request; **clearly identify** applicable portions of data.
- G. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.
- H. The undersigned certifies that the following paragraphs, unless modified by attachments, are correct:
1. The proposed substitution does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
- I. The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.
- J. Submitted by: _____
- K. Signature: _____
- L. Firm: _____
- M. Address: _____
- N. Phone: _____
- O. Fax: _____
- P. Email: _____
- Q. Attachments:
1. _____
2. _____

END OF SECTION

**SECTION 00 4336
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

1.01 HERewith IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

1.03 TO (OWNER): CITY OF PLAINVIEW

1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS
AND COORDINATED BY US:**

LIST OF SUBCONTRACTORS

WORK SUBJECT SUBCONTRACTOR NAME

- A. _____
- B. _____
- C. _____
- D. _____

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

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

END OF SECTION

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«1032R0001.000-Plainview Public Library Renovation»
«Plainview MN»

THE OWNER:

(Name, legal status and address)

«City of Plainview»«»
«241 W Broadway, Plainview MN 55964»

THE ARCHITECT:

(Name, legal status and address)

«Wideth Smith Nolting, Rochester»«»
«3777 40th Ave NW, Suite 200
Rochester MN 55901»

TABLE OF ARTICLES

- | | |
|----|--|
| 1 | GENERAL PROVISIONS |
| 2 | OWNER |
| 3 | CONTRACTOR |
| 4 | ARCHITECT |
| 5 | SUBCONTRACTORS |
| 6 | CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS |
| 7 | CHANGES IN THE WORK |
| 8 | TIME |
| 9 | PAYMENTS AND COMPLETION |
| 10 | PROTECTION OF PERSONS AND PROPERTY |
| 11 | INSURANCE AND BONDS |
| 12 | UNCOVERING AND CORRECTION OF WORK |
| 13 | MISCELLANEOUS PROVISIONS |
| 14 | TERMINATION OR SUSPENSION OF THE CONTRACT |
| 15 | CLAIMS AND DISPUTES |

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright law as set forth in the footer of this document.

INDEX

(Topics and numbers in bold are Section headings.)

Acceptance of Nonconforming Work

9.6.6, 9.9.3, **12.3**

Acceptance of Work

9.6.6, 9.8.2, 9.9.3, 9.10.1, 9.10.3, **12.3**

Access to Work

3.16, 6.2.1, **12.1**

Accident Prevention

10

Acts and Omissions

3.2, 3.3.2, 3.12.8, 3.18, 4.2.3, 8.3.1, 9.5.1, 10.2.5, 10.2.8, 13.3.2, 14.1, 15.1.2, **15.2**

Addenda

1.1.1

Additional Costs, Claims for

3.7.4, 3.7.5, 10.3.2, **15.1.5**

Additional Inspections and Testing

9.4.2, 9.8.3, 12.2.1, **13.4**

Additional Time, Claims for

3.2.4, 3.7.4, 3.7.5, 3.10.2, 8.3.2, **15.1.6**

Administration of the Contract

3.1.3, **4.2**, 9.4, 9.5

Advertisement or Invitation to Bid

1.1.1

Aesthetic Effect

4.2.13

Allowances

3.8

Applications for Payment

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5.1, 9.5.4, 9.6.3, 9.7, 9.10

Approvals

2.1.1, 2.3.1, 2.5, 3.1.3, 3.10.2, 3.12.8, 3.12.9, 3.12.10.1, 4.2.7, 9.3.2, **13.4.1**

Arbitration

8.3.1, **15.3.2**, **15.4**

ARCHITECT

4

Architect, Definition of

4.1.1

Architect, Extent of Authority

2.5, 3.12.7, 4.1.2, 4.2, 5.2, 6.3, 7.1.2, 7.3.4, 7.4, 9.2, 9.3.1, 9.4, 9.5, 9.6.3, 9.8, 9.10.1, 9.10.3, 12.1, 12.2.1, 13.4.1, 13.4.2, 14.2.2, 14.2.4, 15.1.4, **15.2.1**

Architect, Limitations of Authority and Responsibility

2.1.1, 3.12.4, 3.12.8, 3.12.10, 4.1.2, 4.2.1, 4.2.2, 4.2.3, 4.2.6, 4.2.7, 4.2.10, 4.2.12, 4.2.13, 5.2.1, 7.4, 9.4.2, 9.5.4, 9.6.4, 15.1.4, **15.2**

Architect's Additional Services and Expenses

2.5, 12.2.1, 13.4.2, 13.4.3, **14.2.4**

Architect's Administration of the Contract

3.1.3, 3.7.4, **15.2**, 9.4.1, 9.5

Architect's Approvals

2.5, 3.1.3, 3.5, 3.10.2, 4.2.7

Architect's Authority to Reject Work

3.5, 4.2.6, 12.1.2, **12.2.1**

Architect's Copyright

1.1.7, **1.5**

Architect's Decisions

3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 4.2.14, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4.1, 9.5, 9.8.4, 9.9.1, 13.4.2, **15.2**

Architect's Inspections

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.8.3, 9.9.2, 9.10.1, **13.4**

Architect's Instructions

3.2.4, 3.3.1, 4.2.6, 4.2.7, **13.4.2**

Architect's Interpretations

4.2.11, 4.2.12

Architect's Project Representative

4.2.10

Architect's Relationship with Contractor

1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5, 3.7.4, 3.7.5, 3.9.2, 3.9.3, 3.10, 3.11, 3.12, 3.16, 3.18, 4.1.2, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.3.2, 13.4, **15.2**

Architect's Relationship with Subcontractors

1.1.2, 4.2.3, 4.2.4, 4.2.6, 9.6.3, 9.6.4, **11.3**

Architect's Representations

9.4.2, 9.5.1, 9.10.1

Architect's Site Visits

3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, **13.4**

Asbestos

10.3.1

Attorneys' Fees

3.18.1, 9.6.8, 9.10.2, **10.3.3**

Award of Separate Contracts

6.1.1, 6.1.2

Award of Subcontracts and Other Contracts for Portions of the Work

5.2

Basic Definitions

1.1

Bidding Requirements

1.1.1

Binding Dispute Resolution

8.3.1, 9.7, 11.5, 13.1, 15.1.2, 15.1.3, 15.2.1, 15.2.5, 15.2.6.1, 15.3.1, 15.3.2, 15.3.3, **15.4.1**

Bonds, Lien

7.3.4.4, 9.6.8, 9.10.2, 9.10.3

Bonds, Performance, and Payment

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**, 11.1.3, **11.5**

Building Information Models Use and Reliance

1.8

Building Permit

3.7.1

Capitalization

1.3

Certificate of Substantial Completion

9.8.3, 9.8.4, 9.8.5

Certificates for Payment

4.2.1, 4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1, 9.10.3, 14.1.1.3, 14.2.4, **15.1.4**

Certificates of Inspection, Testing or Approval

13.4.4

Certificates of Insurance

9.10.2

Change Orders

1.1.1, 3.4.2, 3.7.4, 3.8.2.3, 3.11, 3.12.8, 4.2.8, 5.2.3, 7.1.2, 7.1.3, **7.2**, 7.3.2, 7.3.7, 7.3.9, 7.3.10, 8.3.1, 9.3.1.1, 9.10.3, 10.3.2, 11.2, 11.5, 12.1.2

Change Orders, Definition of

7.2.1

CHANGES IN THE WORK

2.2.2, 3.11, 4.2.8, 7, 7.2.1, 7.3.1, 7.4, 8.3.1, 9.3.1.1, 11.5

Claims, Definition of

15.1.1

Claims, Notice of

1.6.2, 15.1.3

CLAIMS AND DISPUTES

3.2.4, 6.1.1, 6.3, 7.3.9, 9.3.3, 9.10.4, 10.3.3, **15**, 15.4

Claims and Timely Assertion of Claims

15.4.1

Claims for Additional Cost

3.2.4, 3.3.1, 3.7.4, 7.3.9, 9.5.2, 10.2.5, 10.3.2, **15.1.5**

Claims for Additional Time

3.2.4, 3.3.1, 3.7.4, 6.1.1, 8.3.2, 9.5.2, 10.3.2, **15.1.6**

Concealed or Unknown Conditions, Claims for

3.7.4

Claims for Damages

3.2.4, 3.18, 8.3.3, 9.5.1, 9.6.7, 10.2.5, 10.3.3, 11.3, 11.3.2, 14.2.4, 15.1.7

Claims Subject to Arbitration

15.4.1

Cleaning Up

3.15, 6.3

Commencement of the Work, Conditions Relating to 2.2.1, 3.2.2, 3.4.1, 3.7.1, 3.10.1, 3.12.6, 5.2.1, 5.2.3,

6.2.2, 8.1.2, 8.2.2, 8.3.1, 11.1, 11.2, **15.1.5**

Commencement of the Work, Definition of

8.1.2

Communications

3.9.1, **4.2.4**

Completion, Conditions Relating to

3.4.1, 3.11, 3.15, 4.2.2, 4.2.9, 8.2, 9.4.2, 9.8, 9.9.1, 9.10, 12.2, 14.1.2, 15.1.2

COMPLETION, PAYMENTS AND

9

Completion, Substantial

3.10.1, 4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2, 15.1.2

Compliance with Laws

2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14.1.1, 14.2.1.3, 15.2.8, 15.4.2, 15.4.3

Concealed or Unknown Conditions

3.7.4, 4.2.8, 8.3.1, 10.3

Conditions of the Contract

1.1.1, 6.1.1, 6.1.4

Consent, Written

3.4.2, 3.14.2, 4.1.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3, 13.2, 15.4.4.2

Consolidation or Joinder

15.4.4

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

1.1.4, **6**

Construction Change Directive, Definition of

7.3.1

Construction Change Directives

1.1.1, 3.4.2, 3.11, 3.12.8, 4.2.8, 7.1.1, 7.1.2, 7.1.3, **7.3**, 9.3.1.1

Construction Schedules, Contractor's

3.10, 3.11, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2

Contingent Assignment of Subcontracts

5.4, 14.2.2.2

Continuing Contract Performance

15.1.4

Contract, Definition of

1.1.2

CONTRACT, TERMINATION OR SUSPENSION OF THE

5.4.1.1, 5.4.2, 11.5, **14**

Contract Administration

3.1.3, 4, 9.4, 9.5

Contract Award and Execution, Conditions Relating to

3.7.1, 3.10, 5.2, 6.1

Contract Documents, Copies Furnished and Use of

1.5.2, 2.3.6, 5.3

Contract Documents, Definition of

1.1.1

Contract Sum

2.2.2, 2.2.4, 3.7.4, 3.7.5, 3.8, 3.10.2, 5.2.3, 7.3, 7.4, **9.1**, 9.2, 9.4.2, 9.5.1.4, 9.6.7, 9.7, 10.3.2, 11.5, 12.1.2, 12.3, 14.2.4, 14.3.2, 15.1.4.2, **15.1.5**, **15.2.5**

Contract Sum, Definition of

9.1

Contract Time

1.1.4, 2.2.1, 2.2.2, 3.7.4, 3.7.5, 3.10.2, 5.2.3, 6.1.5, 7.2.1.3, 7.3.1, 7.3.5, 7.3.6, 7, 7, 7.3.10, 7.4, 8.1.1, 8.2.1, 8.2.3, 8.3.1, 9.5.1, 9.7, 10.3.2, 12.1.1, 12.1.2, 14.3.2, 15.1.4.2, 15.1.6.1, 15.2.5

Contract Time, Definition of

8.1.1

CONTRACTOR

3

Contractor, Definition of

3.1, **6.1.2**

Contractor's Construction and Submittal Schedules

3.10, 3.12.1, 3.12.2, 4.2.3, 6.1.3, 15.1.6.2

Contractor's Employees

2.2.4, 3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3, 11.3, 14.1, 14.2.1.1

Contractor's Liability Insurance

11.1

Contractor's Relationship with Separate Contractors and Owner's Forces

3.12.5, 3.14.2, 4.2.4, 6, 11.3, 12.2.4

Contractor's Relationship with Subcontractors
1.2.2, 2.2.4, 3.3.2, 3.18.1, 3.18.2, 4.2.4, 5, 9.6.2, 9.6.7, 9.10.2, 11.2, 11.3, 11.4

Contractor's Relationship with the Architect
1.1.2, 1.5, 2.3.3, 3.1.3, 3.2.2, 3.2.3, 3.2.4, 3.3.1, 3.4.2, 3.5.1, 3.7.4, 3.10, 3.11, 3.12, 3.16, 3.18, 4.2, 5.2, 6.2.2, 7, 8.3.1, 9.2, 9.3, 9.4, 9.5, 9.7, 9.8, 9.9, 10.2.6, 10.3, 11.3, 12, 13.4, 15.1.3, 15.2.1

Contractor's Representations
3.2.1, 3.2.2, 3.5, 3.12.6, 6.2.2, 8.2.1, 9.3.3, 9.8.2

Contractor's Responsibility for Those Performing the Work
3.3.2, 3.18, 5.3, 6.1.3, 6.2, 9.5.1, 10.2.8

Contractor's Review of Contract Documents
3.2

Contractor's Right to Stop the Work
2.2.2, 9.7

Contractor's Right to Terminate the Contract
14.1

Contractor's Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 9.2, 9.3, 9.8.2, 9.8.3, 9.9.1, 9.10.2, 9.10.3

Contractor's Superintendent
3.9, 10.2.6

Contractor's Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3, 7.3.4, 7.3.6, 8.2, 10, 12, 14, 15.1.4

Coordination and Correlation
1.2, 3.2.1, 3.3.1, 3.10, 3.12.6, 6.1.3, 6.2.1

Copies Furnished of Drawings and Specifications
1.5, 2.3.6, 3.11

Copyrights
1.5, **3.17**

Correction of Work
2.5, 3.7.3, 9.4.2, 9.8.2, 9.8.3, 9.9.1, 12.1.2, **12.2**, 12.3, 15.1.3.1, 15.1.3.2, 15.2.1

Correlation and Intent of the Contract Documents
1.2

Cost, Definition of
7.3.4

Costs
2.5, 3.2.4, 3.7.3, 3.8.2, 3.15.2, 5.4.2, 6.1.1, 6.2.3, 7.3.3.3, 7.3.4, 7.3.8, 7.3.9, 9.10.2, 10.3.2, 10.3.6, 11.2, 12.1.2, 12.2.1, 12.2.4, 13.4, 14

Cutting and Patching
3.14, 6.2.5

Damage to Construction of Owner or Separate Contractors
3.14.2, 6.2.4, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damage to the Work
3.14.2, 9.9.1, 10.2.1.2, 10.2.5, 10.4, 12.2.4

Damages, Claims for
3.2.4, 3.18, 6.1.1, 8.3.3, 9.5.1, 9.6.7, 10.3.3, 11.3.2, 11.3, 14.2.4, 15.1.7

Damages for Delay
6.2.3, 8.3.3, 9.5.1.6, 9.7, 10.3.2, 14.3.2

Date of Commencement of the Work, Definition of
8.1.2

Date of Substantial Completion, Definition of
8.1.3

Day, Definition of
8.1.4

Decisions of the Architect
3.7.4, 4.2.6, 4.2.7, 4.2.11, 4.2.12, 4.2.13, 6.3, 7.3.4, 7.3.9, 8.1.3, 8.3.1, 9.2, 9.4, 9.5.1, 9.8.4, 9.9.1, 13.4.2, 14.2.2, 14.2.4, 15.1, 15.2

Decisions to Withhold Certification
9.4.1, **9.5**, 9.7, 14.1.1.3

Defective or Nonconforming Work, Acceptance, Rejection and Correction of
2.5, 3.5, 4.2.6, 6.2.3, 9.5.1, 9.5.3, 9.6.6, 9.8.2, 9.9.3, 9.10.4, 12.2.1

Definitions
1.1, 2.1.1, 3.1.1, 3.5, 3.12.1, 3.12.2, 3.12.3, 4.1.1, 5.1, 6.1.2, 7.2.1, 7.3.1, 8.1, 9.1, 9.8.1, 15.1.1

Delays and Extensions of Time
3.2, **3.7.4**, 5.2.3, 7.2.1, 7.3.1, **7.4**, **8.3**, 9.5.1, **9.7**, 10.3.2, **10.4**, 14.3.2, **15.1.6**, 15.2.5

Digital Data Use and Transmission
1.7

Disputes
6.3, 7.3.9, 15.1, 15.2

Documents and Samples at the Site
3.11

Drawings, Definition of
1.1.5

Drawings and Specifications, Use and Ownership of
3.11

Effective Date of Insurance
8.2.2

Emergencies
10.4, 14.1.1.2, **15.1.5**

Employees, Contractor's
3.3.2, 3.4.3, 3.8.1, 3.9, 3.18.2, 4.2.3, 4.2.6, 10.2, 10.3.3, 11.3, 14.1, 14.2.1.1

Equipment, Labor, or Materials
1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1, 4.2.6, 4.2.7, 5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1, 10.2.4, 14.2.1.1, 14.2.1.2

Execution and Progress of the Work
1.1.3, 1.2.1, 1.2.2, 2.3.4, 2.3.6, 3.1, 3.3.1, 3.4.1, 3.7.1, 3.10.1, 3.12, 3.14, 4.2, 6.2.2, 7.1.3, 7.3.6, 8.2, 9.5.1, 9.9.1, 10.2, 10.3, 12.1, 12.2, 14.2, 14.3.1, 15.1.4

Extensions of Time
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3, 7.4, 9.5.1, 9.7, 10.3.2, 10.4, 14.3, 15.1.6, **15.2.5**

Failure of Payment
9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Faulty Work
(See Defective or Nonconforming Work)

Final Completion and Final Payment
4.2.1, 4.2.9, 9.8.2, **9.10**, 12.3, 14.2.4, 14.4.3

Financial Arrangements, Owner's
2.2.1, 13.2.2, 14.1.1.4

GENERAL PROVISIONS

1

Governing Law

13.1

Guarantees (See Warranty)

Hazardous Materials and Substances

10.2.4, 10.3

Identification of Subcontractors and Suppliers

5.2.1

Indemnification

3.17, 3.18, 9.6.8, 9.10.2, 10.3.3, 11.3

Information and Services Required of the Owner

2.1.2, 2.2, 2.3, 3.2.2, 3.12.10.1, 6.1.3, 6.1.4, 6.2.5,

9.6.1, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,

14.1.1.4, 14.1.4, 15.1.4

Initial Decision

15.2

Initial Decision Maker, Definition of

1.1.8

Initial Decision Maker, Decisions

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Initial Decision Maker, Extent of Authority

14.2.4, 15.1.4.2, 15.2.1, 15.2.2, 15.2.3, 15.2.4, 15.2.5

Injury or Damage to Person or Property

10.2.8, 10.4

Inspections

3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,

9.9.2, 9.10.1, 12.2.1, 13.4

Instructions to Bidders

1.1.1

Instructions to the Contractor

3.2.4, 3.3.1, 3.8.1, 5.2.1, 7, 8.2.2, 12, 13.4.2

Instruments of Service, Definition of

1.1.7

Insurance

6.1.1, 7.3.4, 8.2.2, 9.3.2, 9.8.4, 9.9.1, 9.10.2, 10.2.5, 11

Insurance, Notice of Cancellation or Expiration

11.1.4, 11.2.3

Insurance, Contractor's Liability

11.1

Insurance, Effective Date of

8.2.2, 14.4.2

Insurance, Owner's Liability

11.2

Insurance, Property

10.2.5, 11.2, 11.4, 11.5

Insurance, Stored Materials

9.3.2

INSURANCE AND BONDS

11

Insurance Companies, Consent to Partial Occupancy

9.9.1

Insured loss, Adjustment and Settlement of

11.5

Intent of the Contract Documents

1.2.1, 4.2.7, 4.2.12, 4.2.13

Interest

13.5

Interpretation

1.1.8, 1.2.3, 1.4, 4.1.1, 5.1, 6.1.2, 15.1.1

Interpretations, Written

4.2.11, 4.2.12

Judgment on Final Award

15.4.2

Labor and Materials, Equipment

1.1.3, 1.1.6, 3.4, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2, 10.2.1,

10.2.4, 14.2.1.1, 14.2.1.2

Labor Disputes

8.3.1

Laws and Regulations

1.5, 2.3.2, 3.2.3, 3.2.4, 3.6, 3.7, 3.12.10, 3.13, 9.6.4,

9.9.1, 10.2.2, 13.1, 13.3.1, 13.4.2, 13.5, 14, 15.2.8,

15.4

Liens

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Limitations, Statutes of

12.2.5, 15.1.2, 15.4.1.1

Limitations of Liability

3.2.2, 3.5, 3.12.10, 3.12.10.1, 3.17, 3.18.1, 4.2.6,

4.2.7, 6.2.2, 9.4.2, 9.6.4, 9.6.7, 9.6.8, 10.2.5, 10.3.3,

11.3, 12.2.5, 13.3.1

Limitations of Time

2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2.7,

5.2, 5.3, 5.4.1, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3,

9.4.1, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15,

15.1.2, 15.1.3, 15.1.5

Materials, Hazardous

10.2.4, 10.3

Materials, Labor, Equipment and

1.1.3, 1.1.6, 3.4.1, 3.5, 3.8.2, 3.8.3, 3.12, 3.13, 3.15.1,

5.2.1, 6.2.1, 7.3.4, 9.3.2, 9.3.3, 9.5.1.3, 9.10.2,

10.2.1.2, 10.2.4, 14.2.1.1, 14.2.1.2

Means, Methods, Techniques, Sequences and

Procedures of Construction

3.3.1, 3.12.10, 4.2.2, 4.2.7, 9.4.2

Mechanic's Lien

2.1.2, 9.3.1, 9.3.3, 9.6.8, 9.10.2, 9.10.4, 15.2.8

Mediation

8.3.1, 15.1.3.2, 15.2.1, 15.2.5, 15.2.6, 15.3, 15.4.1,

15.4.1.1

Minor Changes in the Work

1.1.1, 3.4.2, 3.12.8, 4.2.8, 7.1, 7.4

MISCELLANEOUS PROVISIONS

13

Modifications, Definition of

1.1.1

Modifications to the Contract

1.1.1, 1.1.2, 2.5, 3.11, 4.1.2, 4.2.1, 5.2.3, 7, 8.3.1, 9.7,

10.3.2

Mutual Responsibility

6.2

Nonconforming Work, Acceptance of

9.6.6, 9.9.3, 12.3

Nonconforming Work, Rejection and Correction of
2.4, 2.5, 3.5, 4.2.6, 6.2.4, 9.5.1, 9.8.2, 9.9.3, 9.10.4,
12.2

Notice

1.6, 1.6.1, 1.6.2, 2.1.2, 2.2.2., 2.2.3, 2.2.4, 2.5, 3.2.4,
3.3.1, 3.7.4, 3.7.5, 3.9.2, 3.12.9, 3.12.10, 5.2.1, 7.4,
8.2.2 9.6.8, 9.7, 9.10.1, 10.2.8, 10.3.2, 11.5, 12.2.2.1,
13.4.1, 13.4.2, 14.1, 14.2.2, 14.4.2, 15.1.3, 15.1.5,
15.1.6, 15.4.1

Notice of Cancellation or Expiration of Insurance
11.1.4, 11.2.3

Notice of Claims

1.6.2, 2.1.2, 3.7.4, 9.6.8, 10.2.8, **15.1.3**, 15.1.5, 15.1.6,
15.2.8, 15.3.2, 15.4.1

Notice of Testing and Inspections
13.4.1, 13.4.2

Observations, Contractor's
3.2, 3.7.4

Occupancy
2.3.1, 9.6.6, 9.8

Orders, Written
1.1.1, 2.4, 3.9.2, 7, 8.2.2, 11.5, 12.1, 12.2.2.1, 13.4.2,
14.3.1

OWNER

2

Owner, Definition of

2.1.1

Owner, Evidence of Financial Arrangements
2.2, 13.2.2, 14.1.1.4

Owner, Information and Services Required of the
2.1.2, **2.2**, 2.3, 3.2.2, 3.12.10, 6.1.3, 6.1.4, 6.2.5, 9.3.2,
9.6.1, 9.6.4, 9.9.2, 9.10.3, 10.3.3, 11.2, 13.4.1, 13.4.2,
14.1.1.4, 14.1.4, 15.1.4

Owner's Authority

1.5, 2.1.1, 2.3.32.4, 2.5, 3.4.2, 3.8.1, 3.12.10, 3.14.2,
4.1.2, 4.2.4, 4.2.9, 5.2.1, 5.2.4, 5.4.1, 6.1, 6.3, 7.2.1,
7.3.1, 8.2.2, 8.3.1, 9.3.2, 9.5.1, 9.6.4, 9.9.1, 9.10.2,
10.3.2, 11.4, 11.5, 12.2.2, 12.3, 13.2.2, 14.3, 14.4,
15.2.7

Owner's Insurance

11.2

Owner's Relationship with Subcontractors
1.1.2, 5.2, 5.3, 5.4, 9.6.4, 9.10.2, 14.2.2

Owner's Right to Carry Out the Work
2.5, 14.2.2

Owner's Right to Clean Up
6.3

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

6.1

Owner's Right to Stop the Work
2.4

Owner's Right to Suspend the Work
14.3

Owner's Right to Terminate the Contract
14.2, 14.4

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

1.1.1, 1.1.6, 1.1.7, **1.5**, 2.3.6, 3.2.2, 3.11, 3.17, 4.2.12,
5.3

Partial Occupancy or Use

9.6.6, **9.9**

Patching, Cutting and

3.14, 6.2.5

Patents

3.17

Payment, Applications for

4.2.5, 7.3.9, 9.2, **9.3**, 9.4, 9.5, 9.6.3, 9.7, 9.8.5, 9.10.1,
14.2.3, 14.2.4, 14.4.3

Payment, Certificates for

4.2.5, 4.2.9, 9.3.3, **9.4**, 9.5, 9.6.1, 9.6.6, 9.7, 9.10.1,
9.10.3, 14.1.1.3, 14.2.4

Payment, Failure of

9.5.1.3, **9.7**, 9.10.2, 13.5, 14.1.1.3, 14.2.1.2

Payment, Final

4.2.1, 4.2.9, **9.10**, 12.3, 14.2.4, 14.4.3

Payment Bond, Performance Bond and

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Payments, Progress

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

PAYMENTS AND COMPLETION

9

Payments to Subcontractors

5.4.2, 9.5.1.3, 9.6.2, 9.6.3, 9.6.4, 9.6.7, 14.2.1.2

PCB

10.3.1

Performance Bond and Payment Bond

7.3.4.4, 9.6.7, 9.10.3, **11.1.2**

Permits, Fees, Notices and Compliance with Laws

2.3.1, **3.7**, 3.13, 7.3.4.4, 10.2.2

PERSONS AND PROPERTY, PROTECTION OF

10

Polychlorinated Biphenyl

10.3.1

Product Data, Definition of

3.12.2

Product Data and Samples, Shop Drawings

3.11, **3.12**, 4.2.7

Progress and Completion

4.2.2, **8.2**, 9.8, 9.9.1, 14.1.4, 15.1.4

Progress Payments

9.3, **9.6**, 9.8.5, 9.10.3, 14.2.3, 15.1.4

Project, Definition of

1.1.4

Project Representatives

4.2.10

Property Insurance

10.2.5, **11.2**

Proposal Requirements

1.1.1

PROTECTION OF PERSONS AND PROPERTY

10

Regulations and Laws
1.5, 2.3.2, 3.2.3, 3.6, 3.7, 3.12.10, 3.13, 9.6.4, 9.9.1,
10.2.2, 13.1, 13.3, 13.4.1, 13.4.2, 13.5, 14, 15.2.8, 15.4
Rejection of Work
4.2.6, 12.2.1
Releases and Waivers of Liens
9.3.1, 9.10.2
Representations
3.2.1, 3.5, 3.12.6, 8.2.1, 9.3.3, 9.4.2, 9.5.1, 9.10.1
Representatives
2.1.1, 3.1.1, 3.9, 4.1.1, 4.2.10, 13.2.1
Responsibility for Those Performing the Work
3.3.2, 3.18, 4.2.2, 4.2.3, 5.3, 6.1.3, 6.2, 6.3, 9.5.1, 10
Retainage
9.3.1, 9.6.2, 9.8.5, 9.9.1, 9.10.2, 9.10.3
**Review of Contract Documents and Field
Conditions by Contractor**
3.2, 3.12.7, 6.1.3
Review of Contractor's Submittals by Owner and
Architect
3.10.1, 3.10.2, 3.11, 3.12, 4.2, 5.2, 6.1.3, 9.2, 9.8.2
Review of Shop Drawings, Product Data and Samples
by Contractor
3.12
Rights and Remedies
1.1.2, 2.4, 2.5, 3.5, 3.7.4, 3.15.2, 4.2.6, 5.3, 5.4, 6.1,
6.3, 7.3.1, 8.3, 9.5.1, 9.7, 10.2.5, 10.3, 12.2.1, 12.2.2,
12.2.4, 13.3, 14, 15.4
Royalties, Patents and Copyrights
3.17
Rules and Notices for Arbitration
15.4.1
Safety of Persons and Property
10.2, 10.4
Safety Precautions and Programs
3.3.1, 4.2.2, 4.2.7, 5.3, 10.1, 10.2, 10.4
Samples, Definition of
3.12.3
Samples, Shop Drawings, Product Data and
3.11, 3.12, 4.2.7
Samples at the Site, Documents and
3.11
Schedule of Values
9.2, 9.3.1
Schedules, Construction
3.10, 3.12.1, 3.12.2, 6.1.3, 15.1.6.2
Separate Contracts and Contractors
1.1.4, 3.12.5, 3.14.2, 4.2.4, 4.2.7, 6, 8.3.1, 12.1.2
Separate Contractors, Definition of
6.1.1
Shop Drawings, Definition of
3.12.1
Shop Drawings, Product Data and Samples
3.11, 3.12, 4.2.7
Site, Use of
3.13, 6.1.1, 6.2.1
Site Inspections
3.2.2, 3.3.3, 3.7.1, 3.7.4, 4.2, 9.9.2, 9.4.2, 9.10.1, 13.4

Site Visits, Architect's
3.7.4, 4.2.2, 4.2.9, 9.4.2, 9.5.1, 9.9.2, 9.10.1, 13.4
Special Inspections and Testing
4.2.6, 12.2.1, 13.4
Specifications, Definition of
1.1.6
Specifications
1.1.1, 1.1.6, 1.2.2, 1.5, 3.12.10, 3.17, 4.2.14
Statute of Limitations
15.1.2, 15.4.1.1
Stopping the Work
2.2.2, 2.4, 9.7, 10.3, 14.1
Stored Materials
6.2.1, 9.3.2, 10.2.1.2, 10.2.4
Subcontractor, Definition of
5.1.1
SUBCONTRACTORS
5
Subcontractors, Work by
1.2.2, 3.3.2, 3.12.1, 3.18, 4.2.3, 5.2.3, 5.3, 5.4, 9.3.1.2,
9.6.7
Subcontractual Relations
5.3, 5.4, 9.3.1.2, 9.6, 9.10, 10.2.1, 14.1, 14.2.1
Submittals
3.10, 3.11, 3.12, 4.2.7, 5.2.1, 5.2.3, 7.3.4, 9.2, 9.3, 9.8,
9.9.1, 9.10.2, 9.10.3
Submittal Schedule
3.10.2, 3.12.5, 4.2.7
Subrogation, Waivers of
6.1.1, 11.3
Substances, Hazardous
10.3
Substantial Completion
4.2.9, 8.1.1, 8.1.3, 8.2.3, 9.4.2, 9.8, 9.9.1, 9.10.3, 12.2,
15.1.2
Substantial Completion, Definition of
9.8.1
Substitution of Subcontractors
5.2.3, 5.2.4
Substitution of Architect
2.3.3
Substitutions of Materials
3.4.2, 3.5, 7.3.8
Sub-subcontractor, Definition of
5.1.2
Subsurface Conditions
3.7.4
Successors and Assigns
13.2
Superintendent
3.9, 10.2.6
Supervision and Construction Procedures
1.2.2, 3.3, 3.4, 3.12.10, 4.2.2, 4.2.7, 6.1.3, 6.2.4, 7.1.3,
7.3.4, 8.2, 8.3.1, 9.4.2, 10, 12, 14, 15.1.4
Suppliers
1.5, 3.12.1, 4.2.4, 4.2.6, 5.2.1, 9.3, 9.4.2, 9.5.4, 9.6,
9.10.5, 14.2.1

Surety
5.4.1.2, 9.6.8, 9.8.5, 9.10.2, 9.10.3, 11.1.2, 14.2.2,
15.2.7

Surety, Consent of
9.8.5, 9.10.2, 9.10.3

Surveys
1.1.7, 2.3.4

Suspension by the Owner for Convenience 14.3

Suspension of the Work
3.7.5, 5.4.2, 14.3

Suspension or Termination of the Contract
5.4.1.1, 14

Taxes
3.6, 3.8.2.1, 7.3.4.4

**Termination by the Contractor
14.1, 15.1.7**

**Termination by the Owner for Cause
5.4.1.1, 14.2, 15.1.7**

**Termination by the Owner for Convenience
14.4**

Termination of the Architect
2.3.3

Termination of the Contractor Employment
14.2.2

TERMINATION OR SUSPENSION OF THE CONTRACT 14

Tests and Inspections
3.1.3, 3.3.3, 3.7.1, 4.2.2, 4.2.6, 4.2.9, 9.4.2, 9.8.3,
9.9.2, 9.10.1, 10.3.2, 12.2.1, **13.4**

TIME 8

Time, Delays and Extensions of
3.2.4, 3.7.4, 5.2.3, 7.2.1, 7.3.1, 7.4, **8.3**, 9.5.1, 9.7,
10.3.2, 10.4, 14.3.2, 15.1.6, 15.2.5

Time Limits
2.1.2, 2.2, 2.5, 3.2.2, 3.10, 3.11, 3.12.5, 3.15.1, 4.2,
5.2, 5.3, 5.4, 6.2.4, 7.3, 7.4, 8.2, 9.2, 9.3.1, 9.3.3, 9.4.1,
9.5, 9.6, 9.7, 9.8, 9.9, 9.10, 12.2, 13.4, 14, 15.1.2,
15.1.3, 15.4

Time Limits on Claims
3.7.4, 10.2.8, 15.1.2, 15.1.3

Title to Work
9.3.2, 9.3.3

UNCOVERING AND CORRECTION OF WORK 12

Uncovering of Work 12.1

Unforeseen Conditions, Concealed or Unknown
3.7.4, 8.3.1, 10.3

Unit Prices
7.3.3.2, 9.1.2

Use of Documents
1.1.1, 1.5, 2.3.6, 3.12.6, 5.3

**Use of Site
3.13, 6.1.1, 6.2.1**

**Values, Schedule of
9.2, 9.3.1**

Waiver of Claims by the Architect
13.3.2

Waiver of Claims by the Contractor
9.10.5, 13.3.2, **15.1.7**

Waiver of Claims by the Owner
9.9.3, 9.10.3, 9.10.4, 12.2.2.1, 13.3.2, 14.2.4, **15.1.7**

Waiver of Consequential Damages
14.2.4, 15.1.7

Waiver of Liens
9.3, 9.10.2, 9.10.4

**Waivers of Subrogation
6.1.1, 11.3**

**Warranty
3.5, 4.2.9, 9.3.3, 9.8.4, 9.9.1, 9.10.2, 9.10.4, 12.2.2,
15.1.2**

Weather Delays
8.3, 15.1.6.2

**Work, Definition of
1.1.3**

Written Consent
1.5.2, 3.4.2, 3.7.4, 3.12.8, 3.14.2, 4.1.2, 9.3.2, 9.10.3,
13.2, 13.3.2, 15.4.4.2

Written Interpretations
4.2.11, 4.2.12

Written Orders
1.1.1, 2.4, 3.9, 7, 8.2.2, 12.1, 12.2, 13.4.2, 14.3.1

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.

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: 1032R0001.000-Plainview Public Library Renovation
- B. Owner's Name: City of Plainview.
- C. Architect's Name: Widseth Smith Nolting & Associates, Inc.
- D. The Project consists of the alteration of Plainview Public Library. This is a single phase project encompassing the demolition of the existing EIFS exterior façade and replaced with new prefinished steel siding. The project also includes the removal and replacement of all exterior windows, entry door and modifications to the roof soffit, fascia, gutter and downspouts. The interior work includes miscellaneous sheet rock repair, toilet room modifications to meet accessibility standards and a keyless entry system at the main entry door and interior storage door.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price.

1.03 DESCRIPTION OF ALTERATIONS WORK

- A. Scope of demolition and removal work is indicated on drawings and specified in Section 02 4100.
- B. Scope of alterations work is indicated on drawings.

1.04 WORK BY OWNER

1.05 OWNER OCCUPANCY

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

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
- 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 especially noisy exterior work to outside of library operating hours.
- 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.
- B. Coordinate construction schedule and operations with Architect.

1.08 SPECIFICATION SECTIONS APPLICABLE TO ALL CONTRACTS

- A. Unless otherwise noted, all provisions of the sections listed below apply to all contracts. Specific items of work listed under individual contract descriptions constitute exceptions.
- B. Section 01 2000 - Price and Payment Procedures.
- C. Section 01 2300 - Alternates.
- D. Section 01 3000 - Administrative Requirements.
- E. Section 01 4000 - Quality Requirements.
- F. Section 01 5000 - Temporary Facilities and Controls.
- G. Section 01 6000 - Product Requirements.
- H. Section 01 7000 - Execution and Closeout Requirements.
- I. Section 01 7800 - Closeout Submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- B. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values electronically (PDF) within 7 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- F. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Forms filled out by hand will not be accepted.
- D. Execute certification by signature of authorized officer.
- E. 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.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- G. Submit one electronic copy of each Application for Payment.
- H. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.

2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 5 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 1. 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. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2200
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.

1.08 SCHEDULE OF UNIT PRICES

- A. Item: Remove and replace existing exterior sheathing, by square foot; Section 09 2000.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Description of Alternates.
- B. Procedures for pricing Alternates.
- C. Documentation of changes to Contract Price and Contract Time.

1.02 RELATED REQUIREMENTS

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

1.03 ACCEPTANCE OF ALTERNATES

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

1.04 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - Provide keyless entry to Hardware Sets 2 and 3.:

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 3000
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 progress schedule.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Interpretation (RFI) procedures.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

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

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

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

1.04 PROJECT COORDINATOR

- A. Project Coordinator: Prime Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.

- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 1000 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Interpretation.
 - 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 SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
 - 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Interpretation (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
 - 2. Contractor and Architect are required to use this service.
 - 3. It is Contractor's responsibility to submit documents in allowable format.
 - 4. Subcontractors, suppliers, and Architect's consultants will be permitted to use the service at no extra charge.
 - 5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), unless such software capability is provided by the service provider.
 - 6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Submittal Service: The selected service is:
 - 1. NewForma Project Center and Info Exchange. Architect to provide login instructions.
- C. Training: One, 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.
- D. 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/SITE MOBILIZATION MEETING

- A. Project Coordinator will schedule a meeting after Notice of Award.
- B. Attendance Required:

1. Owner.
 2. Architect.
 3. Contractor.
- 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. Designation of personnel representing the parties to Contract, Owner and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.03 PROGRESS MEETINGS

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- C. 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. Maintenance of progress schedule.
 8. Corrective measures to regain projected schedules.
 9. Planned progress during succeeding work period.
 10. Coordination of projected progress.
 11. Maintenance of quality and work standards.
 12. Effect of proposed changes on progress schedule and coordination.
 13. Other business relating to work.
- 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 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit a revised schedule at each progress meeting.

3.05 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.06 REQUESTS FOR INTERPRETATION(RFI)

- A. 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 the 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 the 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.
 2. Prepare using software provided by the Electronic Document Submittal Service.
 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.
- 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, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.
- 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.
- 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 12:00 noon will be considered as having been received on the following regular working day.
- 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.

3.07 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 conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.

- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.08 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.

3.09 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 conformance to requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.10 NUMBER OF COPIES OF SUBMITTALS

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

3.11 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 - 3. Transmit using approved form.
 - a. Use form generated by Electronic Document Submittal Service software.
 - 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 6. 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.
 - 7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Upload submittals in electronic form to Electronic Document Submittal Service website.

8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and Architect review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
 2. 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.

3.12 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.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Tolerances.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Document 00 3100 - Available Project Information: Soil investigation data.
- B. Document 00 7200 - General Conditions: Inspections and approvals required by public authorities.
- C. Section 01 3000 - Administrative Requirements: Submittal procedures.
- D. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. 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. Conform to 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 the Contract Documents by mention or inference otherwise in any reference document.

1.05 TESTING AND INSPECTION AGENCIES AND SERVICES

PART 3 EXECUTION

2.01 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.

2.02 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.

2.03 TESTING AND INSPECTION

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

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

2.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.

END OF SECTION

SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 TEMPORARY UTILITIES - SEE SECTION 01 5100

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.
- C. At end of construction, return facilities to same or better condition as originally found.

1.04 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.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 INTERIOR ENCLOSURES

- A. Provide temporary partitions and ceilings as indicated 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 reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

1.06 SECURITY

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

1.07 VEHICULAR ACCESS AND PARKING

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 FIELD OFFICES

- A. Provide space for Project meetings, with table and chairs to accommodate 6 persons.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 6000
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. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Lists of products to be removed from existing building.

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.

1.04 QUALITY ASSURANCE

- A. Materials to be sourced locally wherever possible.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by the 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 the Contract Documents.
- B. DO NOT USE products having any of the following characteristics:
 - 1. Made using or containing CFC's or HCFC's.
 - 2. Made of wood from newly cut old growth timber.
 - 3. Containing lead, cadmium, asbestos.

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 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.

3.02 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. 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 7000
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. Cutting and patching.
- D. Surveying for laying out the work.
- E. Cleaning and protection.
- F. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- G. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 3000 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 4000 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 5000 - Temporary Facilities and Controls: Temporary interior partitions.
- E. Section 01 7800 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- F. Section 02 4100 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- G. Section 07 8400 - Firestopping.
- H. Individual Product Specification Sections:
 - 1. Advance notification to other sections of openings required in work of those sections.
 - 2. Limitations on cutting structural members.

1.03 REFERENCE STANDARDS

- A. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
 - 1. On request, submit documentation verifying accuracy of survey work.
 - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in conformance with Contract Documents.
 - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

1.05 QUALIFICATIONS

- A. For surveying work, employ a land surveyor registered in Minnesota and acceptable to Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

1.06 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. 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.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. 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.

1.07 COORDINATION

- A. See Section 01 1000 for occupancy-related requirements.
- B. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- C. Notify affected utility companies and comply with their requirements.
- D. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- E. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and clean-up of work of separate sections.
- H. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. 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 6000 - 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 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- 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.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

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

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.

2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
1. Remove 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.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): 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. 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.
- D. 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.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. 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.
- G. 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.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.06 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-conforming work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 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.

3.08 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.09 ADJUSTING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

3.10 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. 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.
- C. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- D. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- E. Clean filters of operating equipment.
- F. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, and drainage systems.
- G. Clean site; sweep paved areas, rake clean landscaped surfaces.
- H. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.11 CLOSEOUT PROCEDURES

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

3.12 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.

- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Project Record Documents.
- B. Operation and Maintenance Data.
- C. Warranties and bonds.

1.02 RELATED REQUIREMENTS

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

1.03 SUBMITTALS

- A. Project Record Documents: Submit documents to Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
 - 1. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
 - 2. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 3. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 4. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after 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.
- 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. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. 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:
- 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. 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. 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.
- D. 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.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.

- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- D. 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.
- E. Arrangement of Contents: Organize each volume in parts as follows:
 - 1. Project Directory.
 - 2. Table of Contents, of all volumes, and of this volume.
 - 3. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Photocopies of warranties and bonds.

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.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 1000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 1000 - Summary: Sequencing and staging requirements.
- C. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 31 2323 - Fill: Fill material for filling holes, pits, and excavations generated as a result of removal operations.

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

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

1.05 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 3 years of documented experience.

PART 2 PRODUCTS

PART 3 EXECUTION

3.01 SCOPE

- A. Remove portions of existing buildings in the sequence indicated on the drawings - follow Alternates:

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. 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.
 - 4. Provide, erect, and maintain temporary barriers and security devices.
 - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 7. Do not close or obstruct roadways or public sidewalks without permit.
 - 8. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Do not begin removal until built elements to be salvaged or relocated have been removed.

- D. Do not begin removal until vegetation to be relocated has been removed and specified measures have been taken to protect vegetation to remain.
- E. Protect 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.
 - 4. Protect site trees from demolition activities.
- F. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- G. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCB's, and mercury.
- H. Abatement work will be completed by the Owner prior to demolition of the building.
- I. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 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 .
- 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. 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.

3.04 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

**SECTION 06 1000
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Rough opening framing for doors, windows, and roof openings.
- C. Sheathing.
- D. Miscellaneous framing and sheathing.
- E. Concealed wood blocking, nailers, and supports.
- F. Miscellaneous wood nailers, furring, and grounds.

1.02 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers: Water-resistive barrier over sheathing.
- B. Section 07 6200 - SHEET METAL FLASHING AND TRIM: Sill flashings.
- C. Section 09 2116 - 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. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- C. PS 20 - American Softwood Lumber Standard; 2015.
- D. WWPA G-5 - Western Lumber Grading Rules; 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.

1.05 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. 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) and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Western Wood Products Association; WWPA G-5.
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Roof Sheathing: Oriented strand board structural wood panel, PS 2, with factory laminated roofing underlayment layer.
 - 1. Sheathing Panel:
 - a. Grade: Structural 1 Sheathing.
 - b. Size: 4 feet wide by 8 feet long.
 - c. Performance Category: 5/8 PERF CAT.
 - d. Span Rating: 32/16.
 - e. Edge Profile: Square edge.
- B. Wall Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Sheathing.
 - 2. Bond Classification: Exposure 1.
 - 3. Performance Category: 1/2 PERF CAT.
 - 4. Span Rating: 32/16.
 - 5. Edges: Square.
 - 6. Exposure Time: Sheathing will not delaminate or require sanding due to moisture absorption from exposure to weather for up to 500 days.
 - 7. Provide fastening guide on top panel surface with separate markings indicating fastener spacing for 16 inches and 24 inches on center, respectively.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Anchors: Toggle bolt type for anchorage to hollow masonry.
- B. Sill Gasket on Top of Foundation Wall: 1/4 inch thick, plate width, closed cell plastic foam from continuous rolls.
- C. Sill Flashing: As specified in Section 07 6200.

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches and seal.
- B. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- C. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In metal stud walls, provide continuous blocking around door and window openings for anchorage of frames, securely attached to stud framing.
- 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. Provide the following specific non-structural framing and blocking:
 - 1. Grab bars.

2. Towel and bath accessories.
3. Wall-mounted door stops.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at all roof openings except where prefabricated curbs are specified and where specifically indicated otherwise. Form corners by alternating lapping side members.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
 3. Install adjacent boards without gaps.
 4. Size and Location: As indicated on drawings.

3.06 TOLERANCES

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

3.07 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419 - 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

**SECTION 07 2100
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation and integral vapor retarder at perimeter foundation wall, over roof deck, and exterior wall behind wall finish.
- B. Batt insulation and vapor retarder in exterior wall construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Supporting construction for batt insulation.
- B. Section 09 2116 - Gypsum Board Assemblies: Acoustic insulation inside walls and partitions.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2017a.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- C. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board; 2017.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- E. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016a.

1.04 SUBMITTALS

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

1.05 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermal Insulation:
 - 1. Substitutions: See Section 01 6000 - Product Requirements.

2.02 APPLICATIONS

- A. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.
- B. Insulation in Wood Framed Walls: Batt insulation with separate vapor retarder.

2.03 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. Type and Thermal Resistance, R-value: Type IV, 5.0 (0.88) per 1 inch thickness at 75 degrees F mean temperature.
 - 4. R-value; 1 inch of material at 72 degrees F: 5, minimum.
 - 5. Board Size: 48 x 96 inch.
 - 6. Board Thickness: 2 inches.

7. Board Edges: Tongue-and-groove.
8. Compressive Resistance: 25 psi.
9. Manufacturers:
 - a. Dow Chemical Co: www.dow.com.
 - b. Owens Corning Corp: www.owenscorning.com.
 - c. Kingspan Insulation LLC; GreenGuard XPS TYPE IV 25 PSI: www.trustgreenguard.com/#sle.
- B. Polyisocyanurate Board Insulation with Facers Both Sides: Rigid cellular foam, complying with ASTM C1289; Type II, Class 1, cellulose felt or glass fiber mat both faces; Grade 2.
 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 3. Compressive Strength: 16 psi
 4. Board Size: 48 inch by 96 inch.
 5. Board Thickness: 2 inch.
 6. Thermal Resistance: R-value of 5 minimum.
 7. Board Edges: Square.
 8. Manufacturers:
 - a. Atlas Roofing Corporation: www.atlasroofing.com.
 - b. Dow Chemical Co: www.dow.com.
 - c. GAF; EnergyGuard Polyiso Insulation: www.gaf.com/#sle.

2.04 BATT INSULATION MATERIALS

- A. Glass Fiber Batt Insulation: Flexible preformed batt or blanket, complying with ASTM C665; friction fit.
 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.
 4. Formaldehyde Content: Zero.
 5. Thermal Resistance: R-value of R-19 (wall), and R-40 (attic).
 6. Facing: Unfaced.
 7. Manufacturers:
 - a. CertainTeed Corporation; _____: www.certainteed.com.
 - b. Johns Manville; _____: www.jm.com.
 - c. Owens Corning Corp: www.owenscorning.com.

2.05 ACCESSORIES

- A. Sheet Vapor Retarder: Black polyethylene film for above grade application, 6, 10 and 40 mil thick as indicated on the drawings.
 1. Air barrier sheet mechanically fastened air permanence: 0.004 cubic feet per square foot; water vapor permanence, 5 perms.
- B. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.
- C. Insulation Fasteners: Impaling clip of unfinished steel with washer retainer and clips, to be adhered to surface to receive insulation, length to suit insulation thickness and substrate, capable of securely and rigidly fastening insulation in place.
- D. Adhesive: Type recommended by insulation manufacturer for application.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

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

3.03 BOARD INSTALLATION AT EXTERIOR WALLS

- A. Install boards horizontally on walls.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.04 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. At wood framing, place vapor retarder on warm side of insulation by stapling at 6 inches on center. Lap and seal sheet retarder joints over member face.
- F. Tape seal tears or cuts in vapor retarder.
- G. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane. Tape seal in place.

3.05 PROTECTION

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

END OF SECTION

**SECTION 07 2500
WEATHER BARRIERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water-Resistive Barrier: Under exterior wall cladding, over sheathing or other substrate; not air tight or vapor retardant.
- B. Vapor Retarders: Materials to make exterior walls, joints between exterior walls and roof, and joints around frames of openings in exterior walls water vapor-resistant and air tight.
- C. Air Barriers: Materials that form a system to stop passage of air through exterior walls, joints between exterior walls and roof, and joints around frames of openings in exterior walls.

1.02 RELATED REQUIREMENTS

- A. Section 07 2100 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.
- B. Section 07 2400 - Exterior Insulation and Finish Systems: Water-resistive barrier under exterior insulation.
- C. Section 07 4265 - Composite Wall Panel System: Water-resistive barrier under exterior rainscreen cladding.
- D. Section 07 9200 - Joint Sealants: Sealing building expansion joints.
- E. Section 09 2116 - Gypsum Board Assemblies: Water-resistive barrier under exterior cladding.

1.03 DEFINITIONS

- A. Weather Barrier: Assemblies that form either water-resistive barriers, air barriers, or vapor retarders.
- B. Air Barrier: Air tight barrier made of material that is relatively air impermeable but water vapor permeable, both to the degree specified, with sealed seams and with sealed joints to adjacent surfaces. Note: For the purposes of this specification, vapor impermeable air barriers are classified as vapor retarders.
- C. Vapor Retarder: Air tight barrier made of material that is relatively water vapor impermeable, to the degree specified, with sealed seams and with sealed joints to adjacent surfaces.
 - 1. Water Vapor Permeance: For purposes of conversion, $57.2 \text{ ng}/(\text{Pa s sq m}) = 1 \text{ perm}$.
- D. Water-Resistive Barrier: Water-shedding barrier made of material that is moisture resistant, to the degree specified, intended to be installed to shed water without sealed seams.

1.04 REFERENCE STANDARDS

- A. AATCC Test Method 127 - Water Resistance: Hydrostatic Pressure Test; 2014.
- B. ASTM D4397 - Standard Specification for Polyethylene Sheeting for Construction, Industrial, and Agricultural Applications; 2016.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2017.
- D. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2016.
- E. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

1.05 SUBMITTALS

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

1.06 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the materials manufacturers before, during and after installation.

PART 2 PRODUCTS

2.01 WEATHER BARRIER ASSEMBLIES

- A. Water-Resistive Barrier: Provide on exterior walls under exterior cladding.
- B. Air Barrier:
 - 1. On outside surface of sheathing of exterior walls use air barrier sheet, mechanically fastened type.
- C. Interior Vapor Retarder:
 - 1. On inside face of studs of exterior walls, under cladding, use mechanically fastened vapor retarder sheet.

2.02 WATER-RESISTIVE BARRIER MATERIALS (NEITHER AIR BARRIER OR VAPOR RETARDER)

2.03 AIR BARRIER MATERIALS (WATER VAPOR PERMEABLE AND WATER-RESISTIVE)

- A. Air Barrier Sheet, Mechanically Fastened:
 - 1. Air Permeance: 0.004 cubic feet per minute per square foot, maximum, when tested in accordance with ASTM E2178.
 - 2. Water Vapor Permeance: 5 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant procedure).
 - 3. Water Vapor Permeance: 5 perms, minimum, when tested in accordance with ASTM E96/E96M Procedure A (desiccant method).
 - 4. Water Penetration Resistance: Withstand a water head of 21 inches, minimum, for minimum of 5 hours, when tested in accordance with AATCC Test Method 127.
 - 5. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 180 days of weather exposure.
 - 6. Ultraviolet and Weathering Resistance: Approved in writing by manufacturer for minimum of 9 months weather exposure.
 - 7. Surface Burning Characteristics: Flame spread index of 25 or less, and smoke developed index of 50 or less, when tested in accordance with ASTM E84.
 - 8. Manufacturers:
 - a. DuPont Company; Tyvek CommercialWrap: www.dupont.com.
 - b. Fiberweb, Inc; Tytar MetroWrap: www.tytar.com.
 - c. VaproShield, LLC; WrapShield: www.vaproshield.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- B. Air Barrier, Fluid Applied: Vapor permeable, elastomeric waterproofing by EIFS system Manufacturer.

2.04 VAPOR RETARDER MATERIALS (AIR BARRIER AND WATER-RESISTIVE)

- A. Vapor Retarder Sheet Type ____: ASTM D4397 polyethylene film reinforced with glass fiber square mesh, clear.
 - 1. Thickness: 10 mil.
 - 2. Water Vapor Permeance: As required by referenced standard for thickness specified.
- B. Vapor Retarder Tape: Polyethylene self adhering type, mesh reinforced, 2 inches wide, compatible with sheet material.

2.05 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Weather Barrier and Sealing Weather Barrier to Adjacent Substrates: As specified or as recommended by weather barrier manufacturer.
- B. Self-Adhesive Sheet Flashing: ASTM D 1970.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready to accept the work of this section.

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's instructions.
- B. Water-Resistive Barriers: Install continuous barrier over surfaces indicated, with sheets lapped to shed water but with seams not sealed.
- C. Air Barriers: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- D. Vapor Retarders: Install continuous air tight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- E. Mechanically Fastened Sheets - On Exterior:
 - 1. Install sheets shingle-fashion to shed water, with seams generally horizontal.
 - 2. Overlap seams as recommended by manufacturer but at least 6 inches.
 - 3. Overlap at outside and inside corners as recommended by manufacturer but at least 12 inches.
 - 4. For applications specified to be air tight, seal seams, laps, penetrations, tears, and cuts with self-adhesive tape; use only large-headed, gasketed fasteners recommended by the manufacturer.
 - 5. Install water-resistive barrier over jamb flashings.
 - 6. Install air barrier and vapor retarder UNDER jamb flashings.
 - 7. Install head flashings under weather barrier.
 - 8. At openings to be filled with frames having nailing flanges, wrap excess sheet into opening; at head, seal sheet over flange and flashing.
- F. Mechanically Fastened Sheets - Vapor Retarder On Interior:
 - 1. When insulation is to be installed in assembly, install vapor retarder over insulation.
 - 2. Seal seams, laps, perimeter edges, penetrations, tears, and cuts with self-adhesive tape, making air tight seal.
 - 3. Locate laps at a framing member; at laps fasten one sheet to framing member then tape overlapping sheet to first sheet.
 - 4. Seal entire perimeter to structure, window and door frames, and other penetrations.
 - 5. Where conduit, pipes, wires, ducts, outlet boxes, and other items are installed in insulation cavity, pass vapor retarder sheet behind item but over insulation and maintain air tight seal.
- G. Coatings:
 - 1. Prepare substrate in manner recommended by coating manufacturer; treat joints in substrate and between dissimilar materials as recommended by manufacturer.
 - 2. Use flashing to seal to adjacent construction and to bridge joints.
- H. Openings and Penetrations in Exterior Weather Barriers:
 - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto weather barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
 - 2. At openings to be filled with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
 - 3. At openings to be filled with non-flanged frames, seal weather barrier to each side of opening framing, using flashing at least 9 inches wide, covering entire depth of framing.
 - 4. At head of openings, install flashing under weather barrier extending at least 2 inches beyond face of jambs; seal weather barrier to flashing.
 - 5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.

6. Service and Other Penetrations: Form flashing around penetrating item and seal to weather barrier surface.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.
- B. Take digital photographs of each portion of the installation prior to covering up.

3.05 PROTECTION

- A. Do not leave materials exposed to weather longer than recommended by manufacturer.
- B. Do not leave paper- or felt-based barriers exposed to weather for longer than one week.

END OF SECTION

SECTION 07 3113
ASPHALT SHINGLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Asphalt shingle roofing.
- B. Flexible sheet membranes for eave protection, underlayment, and valley protection.
- C. Ridge vents.
- D. Associated metal flashings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Roof sheathing.
- B. Section 06 1500 - Wood Decking: Roof decking.
- C. Section 07 6200 - SHEET METAL FLASHING AND TRIM: Edge and cap flashings.

1.03 REFERENCE STANDARDS

- A. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2017.
- B. ASTM D3161/D3161M - Standard Test Method for Wind-Resistance of Steep Slope Roofing Products (Fan-Induced Method); 2016a.
- C. ASTM D3462/D3462M - Standard Specification for Asphalt Shingles Made From Glass Felt and Surfaced with Mineral Granules; 2016.
- D. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007, with Editorial Revision (2012).
- E. ASTM E108 - Standard Test Methods for Fire Tests of Roof Coverings; 2017.
- F. NRCA (RM) - The NRCA Roofing Manual; 2018.
- G. NRCA MS104 - The NRCA Roofing Manual: Steep-slope Roof Systems; 2013.
- H. UL (DIR) - Online Certifications Directory; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating material characteristics and performance criteria.
- C. Samples: Submit two samples of each shingle color indicating color range and finish texture/pattern; for color selection.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Shingles: 100 sq ft of each type and color.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with the recommendations of 1.
- B. Products are Required to Comply with Fire Resistance Criteria: UL (DIR) listed and labeled.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated, weathertight location according to asphalt shingle manufacturer's written instructions. Store underlayment rolls on end on pallets or other raised surfaces. Do not double-stack rolls.
 - 1. Handle, store, and place roofing materials in a manner to avoid significant or permanent damage to roof deck or structural supporting members.
- B. Protect unused underlayment from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.

1.07 FIELD CONDITIONS

- A. Do not install shingles or eave protection membrane when surface temperatures are below 45 degrees F.
- B. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit asphalt shingle roofing to be performed according to manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.08 WARRANTY

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace asphalt shingles that fail in materials or workmanship within specified warranty period. Materials failures include manufacturing defects and failure of asphalt shingles to self-seal after a reasonable time.
 - 1. Material Warranty Period: Lifetime, with first 10 years nonprorated.
 - 2. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds up to 110 mph for 15 years from date of Substantial Completion.
 - 3. Algae-Discoloration Warranty Period: Asphalt shingles will not discolor 10 years from date of Substantial Completion.
 - 4. Workmanship Warranty Period: 10 years from date of Substantial Completion.
- B. Special Project Warranty: Roofing Installer's warranty, on warranty form at end of this Section, signed by roofing Installer, covering Work of this Section, in which roofing Installer agrees to repair or replace components of asphalt shingle roofing that fail in materials or workmanship within the following warranty period:
 - 1. Warranty Period: 2 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Asphalt Shingles:
 - 1. **Match existing shingle manufacturer, profile, and color. If same manufacturer not possible, use one listed below or equal to obtain the closest match.**
 - 2. Atlas Roofing Corporation: www.atlasroofing.com/#sle.
 - 3. GAF; Timberline High Definition: www.gaf.com/sle.
 - 4. Owens Corning Corp: www.owenscorning.com.
 - 5. CertainTeed Corporation; Product Landmark. www.certainteed.com.

2.02 ASPHALT SHINGLES

- A. Asphalt Shingles: Asphalt-coated glass felt, mineral granule surfaced, complying with ASTM D3462/D3462M.
 - 1. Match existing shingle manufacturer, profile, and color. If same manufacturer not possible, use one listed above or equal to obtain the closest match.
 - 2. Fire Resistance: Class A, conforming to ASTM E108.
 - 3. Wind Resistance: Class F, when tested in accordance with ASTM D3161/D3161M.
 - 4. Warranted Wind Speed: 110 mph.
 - 5. Algae Resistant.
 - 6. Weight: 240-245 lb/100 sq ft.
 - 7. Self-sealing type.
 - 8. Style: Square.
 - 9. Color: As selected by Architect.

2.03 SHEET MATERIALS

- A. Self-adhering polymer-modified asphalt sheet complying with ASTM D1970/D1970M; 40 mil total thickness; with strippable treated release paper and polyethylene sheet top surface.
 - 1. Manufacturers:
 - a. CertainTeed Corporation; Product Winterguard.

- b. GAF; Product Stormguard.
- c. Grace, W. R. & Co.; Grace Ice & Water Shield.
- d. Johns Manville International, Inc.; Roof Defender.
- e. Owens Corning; WeatherLock M..
- f. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

- A. Nails: Standard round wire shingle type, of hot-dipped zinc coated steel, 10 wire gage, 0.1019 inch shank diameter, 3/8 inch head diameter, of sufficient length to penetrate through roof sheathing or 3/4 inch into roof sheathing or decking.
- B. Plastic Cement: ASTM D4586/D4586M, asphalt roof cement.
- C. Ridge Vents: Cor-A-Vent V-600E-8 ½ Ridge Vent.
 - 1. Net free area: 20 sq in per lin ft (42336 sq mm/m).
 - 2. Color: Black.
 - 3. Dimensions: 8-1/2 inches (216 mm) wide by 48 inches (1220 mm) long by 1 inch (25 mm) high.
 - 4. Or approved equal.

2.05 METAL FLASHINGS

- A. Metal Flashings: Provide sheet metal eave edge, gable edge, ridge, ridge vents, dormer flashing, and other flashing indicated.
 - 1. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
 - 2. Hem exposed edges of flashings minimum 1/4 inch on underside.
- B. Sheet Metal: Prefinished galvanized steel, as specified in Section 07 6200.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions prior to beginning work.
- B. Verify that roof deck is of sufficient thickness to accept fasteners.
- C. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surface.
- D. Verify roof openings are correctly framed.
- E. Verify deck surfaces are dry, free of ridges, warps, or voids.

3.02 PREPARATION

- A. Seal roof deck joints wider than 1/16 inch as recommended by shingle manufacturer.
- B. At areas where eave protection membrane is to be adhered to substrate, fill knot holes and surface cracks with latex filler.
- C. Broom clean deck surfaces before installing underlayment or eave protection.

3.03 INSTALLATION - EAVE PROTECTION MEMBRANE

- A. Install eave protection membrane from eave edge to minimum 4 ft up-slope beyond interior face of exterior wall.
- B. Install eave protection membrane as indicated on drawings.
- C. Install eave protection membrane in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.

3.04 INSTALLATION - UNDERLAYMENT

- A. Underlayment At Roof Slopes Greater Than 4:12: Install underlayment perpendicular to slope of roof, with ends and edges weather lapped minimum 4 inches. Stagger end laps of each consecutive layer. Nail in place. Weather lap minimum 4 inches over eave protection.
 - 1. Install felt underlayment on roof deck not covered by self-adhering sheet underlayment. Lap sides of felt over self-adhering sheet underlayment not less than 3 inches in direction

to shed water. Lap ends of felt not less than 6 inches over self-adhering sheet underlayment.

- B. Items projecting through or mounted on roof: Weather lap and seal watertight with plastic cement.

3.05 INSTALLATION - VALLEY PROTECTION

- A. Line valley by applying 36 inch wide eave protection membrane, centered on valley.

3.06 INSTALLATION - METAL FLASHING AND ACCESSORIES

- A. Install flashings in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Weather lap joints minimum 2 inches and seal weather tight with plastic cement.
- C. Secure in place with nails at 8 inches on center. Conceal fastenings.
- D. Items Projecting Through or Mounted on Roofing: Flash and seal weather tight with plastic cement.

3.07 INSTALLATION - SHINGLES

- A. Install shingles in accordance with manufacturer's instructions manufacturer's instructions and NRCA (RM) applicable requirements.
 - 1. Fasten individual shingles using two nails per shingle, or as required by code, whichever is greater.
 - 2. Fasten strip shingles using 6 nails per strip, or as required by code, whichever is greater.
- B. Place shingles in straight coursing pattern with 5 inch weather exposure to produce double thickness over full roof area. Provide double course of shingles at eaves.
- C. Project first course of shingles 3/4 inch beyond fascia boards.
- D. Extend shingles 1/2 inch beyond face of gable edge fascia boards.
- E. Extend shingles on one slope across valley and fasten. Trim shingles from other slope 2 inches from valley center line to achieve closed cut valley, concealing the valley protection.
- F. Cap hips and ridges with individual shingles, maintaining 5 inch weather exposure. Place to avoid exposed nails.
- G. Ridge Vents: Install continuous ridge vents over asphalt shingles according to manufacturer's written instructions. Fasten with roofing nails of sufficient length to penetrate sheathing.
- H. Ridge and Hip Cap Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.
 - 1. Fasten ridge cap asphalt shingles to cover ridge vent without obstructing airflow.
- I. Coordinate installation of roof mounted components or work projecting through roof with weather tight placement of counterflashings.
- J. Complete installation to provide weather tight service.

3.08 PROTECTION

- A. Do not permit traffic over finished roof surface.

3.09 ROOFING INSTALLER'S WARRANTY

- A. WHEREAS <Insert name> of <Insert address>, herein called the "Roofing Installer," has performed roofing and associated work ("work") on the following project:
 - 1. Owner: City of Plainview
 - 2. Address: 241 W Broadway, Plainview MN 55964
 - 3. Building Name/Type: Plainview Public Library Renovation
 - 4. Address: Insert building address
 - 5. Area of Work: Insert description
 - 6. Acceptance Date: Insert date
 - 7. Warranty Period: Insert time period

8. Expiration Date: Insert date
- B. AND WHEREAS Roofing Installer has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks and faulty or defective materials and workmanship for designated Warranty Period,
- C. NOW THEREFORE Roofing Installer hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will, at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work and as are necessary to maintain said work in a watertight condition.
- D. This Warranty is made subject to the following terms and conditions:
1. Specifically excluded from this Warranty are damages to work and other parts of the building, and to building contents, caused by:
 - a. lightning;
 - b. peak gust wind speed exceeding 110 mph;
 - c. fire;
 - d. failure of roofing system substrate, including cracking, settlement, excessive deflection, deterioration, and decomposition;
 - e. faulty construction of parapet walls, copings, chimneys, skylights, vents, equipment supports, and other edge conditions and penetrations of the work;
 - f. vapor condensation on bottom of roofing; and
 - g. activity on roofing by others, including construction contractors, maintenance personnel, other persons, and animals, whether authorized or unauthorized by Owner.
 2. When work has been damaged by any of foregoing causes, Warranty shall be null and void until such damage has been repaired by Roofing Installer and until cost and expense thereof have been paid by Owner or by another responsible party so designated.
 3. Roofing Installer is responsible for damage to work covered by this Warranty but is not liable for consequential damages to building or building contents resulting from leaks or faults or defects of work.
 4. During Warranty Period, if Owner allows alteration of work by anyone other than Roofing Installer, including cutting, patching, and maintenance in connection with penetrations, attachment of other work, and positioning of anything on roof, this Warranty shall become null and void on date of said alterations, but only to the extent said alterations affect work covered by this Warranty. If Owner engages Roofing Installer to perform said alterations, Warranty shall not become null and void unless Roofing Installer, before starting said work, shall have notified Owner in writing, showing reasonable cause for claim, that said alterations would likely damage or deteriorate work, thereby reasonably justifying a limitation or termination of this Warranty.
 5. During Warranty Period, if original use of roof is changed, this Warranty shall become null and void on date of said change, but only to the extent said change affects work covered by this Warranty.
 6. Owner shall promptly notify Roofing Installer of observed, known, or suspected leaks, defects, or deterioration and shall afford reasonable opportunity for Roofing Installer to inspect work and to examine evidence of such leaks, defects, or deterioration.
 7. This Warranty is recognized to be the only warranty of Roofing Installer on said work and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to Owner in cases of roofing failure. Specifically, this Warranty shall not operate to relieve Roofing Installer of responsibility for performance of original work according to requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.
- E. IN WITNESS THEREOF, this instrument has been duly executed this **<Insert day>** day of **<Insert month>**, **<Insert year>**.
1. Authorized Signature: **<Insert signature.>**
 2. Name: **<Insert name.>**
 3. Title: **<Insert title.>**

END OF SECTION

SECTION 07 4619

STEEL SIDING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Lap and vertical siding for walls.
- B. Trim, flashings, accessories, and fastenings.

1.02 RELATED REQUIREMENTS

- A. Section 05 4000 - Cold-Formed Metal Framing: Siding substrate.
- B. Section 06 1000 - Rough Carpentry: Siding substrate.
- C. Section 06 1000 - Rough Carpentry: Water-resistive barrier under siding.
- D. Section 07 2500 - Weather Barriers: Weather barrier under siding.
- E. Section 07 6200 - Sheet Metal Flashing and Trim: Product requirements for metal flashings and trim associated with siding for placement by this section.
- F. Section 07 9005 - Joint Sealers: Sealant at perimeter.
- G. Section 09 2116 - Gypsum Board Assemblies: Siding substrate.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Color Charts: Where colors are not specified, provide samples of manufacturer's entire color line for selection.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store prefinished material off ground and protected from weather. Prevent twisting, bending, or abrasion, and provide ventilation to stored materials. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that may cause discoloration or staining of products.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of 35 year period from date of Substantial Completion.

PART 2 PRODUCTS

2.01 STEEL SIDING

- A. Basis-of-Design: EMCO Building Products; www.emcobuildingproducts.com.
- B. Other Manufacturers:
 - 1. Rollex Corporation; www.rollex.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SIDING

- A. Lap Siding: 0.0171 inch thick, galvanized steel complying with ASTM A653. Weep holes spaced every 12 inches maximum along panel bottom edge.

1. Product: Preserve Steel Siding manufactured by EMCO Building Products.
2. Pattern: 8 inch woodgrain.
3. Finish: Manufacturer's standard.
 - a. Color: As selected by Owner from manufacturer's full range.
- B. Vertical Siding: 0.0171 inch thick, galvanized steel complying with ASTM A653. Weep holes spaced every 12 inches maximum along panel bottom edge.
 1. Product: Preserve Steel Siding manufactured by EMCO Building Products.
 2. Pattern: 12" vertical reverse batten or similar.
 3. Finish: Manufacturer's standard.
 - a. Color: As selected by Owner from manufacturer's full range.

2.03 SOFFITS

- A. Aluminum Soffit:
 1. Product: Preserve Aluminum Soffit Panels manufactured by EMCO Building Products.
 2. Pattern: 16 inch exposure in V-grooved, 4-inch board style.
 3. Texture: Smooth.
 4. Ventilation: Provide perforated soffit, unless otherwise indicated.
 5. Minimum Nominal Thickness: 0.0171 inch.
 6. Finish: Manufacturer's standard.
 - a. Color: As selected by Owner from manufacturer's full range.

2.04 FASCIA

- A. Steel Fascia:
 1. Product: Preserve Steel Fascia manufactured by EMCO Building Products.
 2. Exposure: 6 inch exposure.
 3. Texture: Smooth.
 4. Minimum Nominal Thickness: 0.0171 inch.
 5. Finish: Manufacturer's standard.
 - a. Color: As selected by Owner from manufacturer's full range.

2.05 ACCENT BAND

- A. Steel Accent Bands
 1. Product: Preserve Steel Fascia manufactured by EMCO Building Products.
 2. Exposure: 6 inch exposure.
 3. Texture: Smooth.
 4. Minimum Nominal Thickness: 0.0171 inch.
 5. Finish: Manufacturer's standard.
 - a. Color: As selected by Owner from manufacturer's full range.
 6. Accent Bands shall be a minimum of 1 1/2" deep. Slope top for proper drainage.
 7. Provide finish ends where exposed.

2.06 ACCESSORIES

- A. Trim: Manufacturer's starter trim, J-channel, F-channel, and roof edge accessories. Color match to siding.
- B. Sealants: As specified in Section 07 9005.
- C. Fasteners: Manufacturer's standard type to suit application.
- D. Field Touch-up Paint: As recommended by panel manufacturer.
- E. Bituminous Paint: Asphalt base.

2.07 FINISH

- A. Fluoropolymer Coating System: Manufacturer's standard multi-coat thermocured coating system, including minimum 70 percent fluoropolymer color topcoat with minimum total dry film thickness of 0.4 mil; color and gloss as selected from manufacturer's standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates are ready to receive work.
- B. Do not begin until unacceptable conditions have been corrected.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 INSTALLATION

- A. Install panels on walls and soffits in accordance with manufacturer's instructions.
- B. Protect surfaces in contact with cementitious materials and dissimilar metals with bituminous paint. Allow to dry prior to installation.
- C. Use concealed fasteners unless otherwise approved by Architect.

3.03 TOLERANCES

- A. Maximum Variation From Plumb and Level: 1/4 inch per 10 feet.
- B. Maximum Offset From Joint Alignment: 1/16 inch.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
- B. Sealants for joints within sheet metal fabrications.
- C. Reglets and accessories.
- D. Precast concrete splash pads.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood nailers for sheet metal work.
- B. Section 07 3113 - Asphalt Shingles: Non-metallic flashings associated with shingle roofing.
- C. Section 07 9200 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels; 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007, with Editorial Revision (2012).
- F. CDA A4050 - Copper in Architecture - Handbook; current edition.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples ____by____ inch in size illustrating metal finish color.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with ____ years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 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 ACCESSORIES

- A. Fasteners: Galvanized steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type I ("No. 15").
- C. Primer: Zinc chromate type.
- D. Protective Backing Paint: Zinc molybdate alkyd.
- E. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- F. Sealant to be Exposed in Completed Work: ASTM C920; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- G. Sealant: Type as specified in Section 07 9005.
- H. Plastic Cement: ASTM D4586, Type I.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch (6 mm) and hemmed to form drip.
- G. Fabricate flashings to allow toe to extend 2 inches over roofing gravel. Return and brake edges.
- H. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters: SMACNA (ASMM), Rectangular profile.
- B. Downspouts: Rectangular, open-faced profile.
- C. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 10 years in accordance with SMACNA (ASMM).
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- E. Splash Pads: Precast concrete type, of size and profiles indicated; minimum 3000 psi at 28 days, with minimum 5 percent air entrainment.
- F. Downspout Extenders: Same material and finish as downspouts.
- G. Seal metal joints.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.

- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

- A. Insert flashings into reglets to form tight fit; secure in place with lead wedges; pack remaining spaces with lead wool; seal flashings into reglets with sealant.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted..
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.
- F. Secure gutters and downspouts in place with concealed fasteners.
- G. Slope gutters 1/4 inch per 10 feet, minimum.
- H. Set splash pads under downspouts.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

**SECTION 07 9200
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.

1.02 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers: Sealants required in conjunction with air barriers and vapor retarders.
- B. Section 08 7100 - Door Hardware: Setting exterior door thresholds in sealant.
- C. Section 08 8000 - Glazing: Glazing sealants and accessories.
- D. Section 09 2116 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.
- E. Section 09 2216 - Non-Structural Metal Framing: Sealing between framing and adjacent construction in acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

- A. ASTM C794 - Standard Test Method for Adhesion-In-Peel of Elastomeric Joint Sealants; 2015.
- B. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications; 2012.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- E. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2000 (Reapproved 2011).
- F. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- G. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
- H. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.
- I. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).
- J. SWRI (VAL) - SWR Institute Validated Products Directory; Current Listings at www.swrionline.org.
- K. SWRI (VAL) - SWR Institute Validated Products directory; Sealant, Waterproofing and Restoration Institute; online at <http://www.swrionline.org/ValidatedSealants>.

1.04 SUBMITTALS

- A. See Section 01 3000 - 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.
 - 5. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 6. Sample product warranty.
 - 7. Certification by manufacturer indicating that product complies with specification requirements.
 - 8. SWRI Validation: Provide currently available sealant product validations as listed by SWRI (VAL) for specified sealants.

- 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. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver to manufacturer sufficient samples for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
 - 6. Testing is not required if sealant manufacturer provides data showing previous testing, not older than 24 months, that shows satisfactory adhesion, lack of staining, and compatibility.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for 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. Bostik Inc; _____: www.bostik-us.com.
 - 2. Dow Corning Corporation; _____: www.dowcorning.com/construction/#sle.
 - 3. Hilti, Inc; _____: www.us.hilti.com/#sle.
 - 4. Tremco Global Sealants: www.tremcosealants.com.
 - 5. Sika Corporation; _____: www.usa-sika.com/#sle.
 - 6. W.R. Meadows, Inc; _____: www.wrmeadows.com.
 - 7. Substitutions: See Section 01 6000 - Product Requirements.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on the drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 - 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.

- b. In sound-rated wall and ceiling assemblies, gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - c. Other joints indicated below.
 - 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use nonsag non-staining silicone sealant, unless otherwise indicated.
 - 1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing.
 - 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing.
 - 3. Control and Expansion Joints in Concrete Paving: Self-leveling polyurethane "traffic-grade" sealant.
- C. Interior Joints: Use nonsag polyurethane sealant, unless otherwise indicated.
 - 1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 - 2. Wall and Ceiling Joints in Wet Areas: Nonsag polyurethane sealant for continuous liquid immersion.
 - 3. In Sound-Rated Assemblies: Acrylic emulsion latex sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, and food processing areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.
- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: _____, minimum.
 - 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Color: Match adjacent finished surfaces.
- B. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multicomponent; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: Match adjacent finished surfaces.
- C. Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multicomponent; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface.
 - 1. Movement Capability: Plus and minus 35 percent, minimum.
 - 2. Color: Match adjacent finished surfaces.
- D. Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).

- E. Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.

2.05 SELF-LEVELING SEALANTS

- A. Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multicomponent; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's standard range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.

3.03 INSTALLATION

- A. 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. Perform acoustical sealant application work in accordance with ASTM C919.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION

SECTION 08 1416
FLUSH WOOD DOORS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Flush wood doors; flush configuration; non-rated.

1.02 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware.
- B. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

- A. AWI/AWMAC/WI (AWS) - Architectural Woodwork Standards; 2014.
- B. AWMAC/WI (NAAWS) - North American Architectural Woodwork Standards, U.S. Version 3.0; 2016.
- C. AWI/AWMAC (QSI) - Architectural Woodwork Quality Standards Illustrated; Architectural Woodwork Institute and Architectural Woodwork Manufacturers Association of Canada; 2005, 8th Ed., Version 2.0.
- D. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2016.
- E. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Indicate door core materials and construction; veneer species, type and characteristics.
- C. Specimen warranty.
- D. Shop Drawings: Illustrate door opening criteria, elevations, sizes, types, swings, undercuts required, special beveling, special blocking for hardware, factory machining criteria, factory finishing criteria, identify cutouts for glazing.
- E. Samples: Submit two samples of door veneer, 4 by 4 inch in size illustrating wood grain, stain color, and sheen.
- F. Manufacturer's Installation Instructions: Indicate special installation instructions.
- G. Warranty, executed in Owner's name.

1.05 QUALITY ASSURANCE

- A. Maintain one copy of the specified door quality standard on site for review during installation and finishing.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section, with not less than three years of documented experience.
- C. Installed Fire Rated Door Assembly: Conform to NFPA 80 for fire-rating as indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Package, deliver and store doors in accordance with specified quality standard.
- B. Accept doors on site in manufacturer's packaging. Inspect for damage.
- C. Protect doors with resilient packaging sealed with heat shrunk plastic. Do not store in damp or wet areas; or in areas where sunlight might bleach veneer. Seal top and bottom edges with tinted sealer if stored more than one week. Break seal on site to permit ventilation.

1.07 PROJECT CONDITIONS

- A. Coordinate the work with door opening construction, door frame and door hardware installation.

1.08 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Interior Doors: Provide manufacturer's warranty for the life of the installation.
- C. Include coverage for delamination of veneer, warping beyond specified installation tolerances, defective materials, and telegraphing core construction.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Wood Veneer Faced Doors:
 - 1. Eggers Industries: www.eggersindustries.com.
 - 2. Marshfield DoorSystems, Inc: www.marshfielddoors.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 DOORS

- A. Doors: Refer to drawings for locations and additional requirements.
 - 1. Quality Standard: Custom Grade, Heavy Duty performance, in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), unless noted otherwise.
 - 2. Wood Veneer Faced Doors: 5-ply unless otherwise indicated.
- B. Interior Doors: 1-3/4 inches thick unless otherwise indicated; flush construction.
 - 1. Provide solid core doors at each location.
 - 2. Fire Rated Doors: Tested to ratings indicated on drawings in accordance with UL 10C - Positive Pressure; Underwriters Laboratories Inc (UL) or Intertek/Warnock Hersey (WHI) labeled without any visible seals when door is open.
 - 3. Wood veneer facing with factory transparent finish.

2.03 DOOR AND PANEL CORES

- A. Non-Rated Solid Core and 20 Minute Rated Doors: Type particleboard core (PC), plies and faces as indicated.

2.04 DOOR FACINGS

- A. **Match adjacent door facing & stain color. Coordinate w/ Owner.**

2.05 DOOR CONSTRUCTION

- A. Fabricate doors in accordance with door quality standard specified.
- B. Cores Constructed with stiles and rails:
- C. .Fit door edge trim to edge of stiles after applying veneer facing.
- D. Factory machine doors for hardware other than surface-mounted hardware, in accordance with hardware requirements and dimensions.
- E. Factory fit doors for frame opening dimensions identified on shop drawings, with edge clearances in accordance with specified quality standard.
- F. Provide edge clearances in accordance with the quality standard specified.

2.06 FACTORY FINISHING - WOOD VENEER DOORS

- A. Finish work in accordance with AWI/AWMAC/WI (AWS) or AWMAC/WI (NAAWS), Section 5 - Finishing for grade specified and as follows:
- B. Factory finish doors in accordance with approved sample.
- C. Seal door top edge with color sealer to match door facing.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.

- C. Do not install doors in frame openings that are not plumb or are out-of-tolerance for size or alignment.

3.02 INSTALLATION

- A. Install doors in accordance with manufacturer's instructions and specified quality standard.
- B. Factory-Finished Doors: Do not field cut or trim; if fit or clearance is not correct, replace door.
- C. Use machine tools to cut or drill for hardware.
- D. Coordinate installation of doors with installation of frames and hardware.

3.03 TOLERANCES

- A. Conform to specified quality standard for fit and clearance tolerances.
- B. Conform to specified quality standard for telegraphing, warp, and squareness.

3.04 ADJUSTING

- A. Adjust doors for smooth and balanced door movement.
- B. Adjust closers for full closure.

END OF SECTION

SECTION 08 4313
ALUMINUM-FRAMED STOREFRONTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Door hardware.
- C. Perimeter sealant.

1.02 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers: Perimeter sealant and back-up materials.
- B. Section 08 7100 - Door Hardware: Hardware items other than specified in this section.
- C. Section 08 8000 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; 2015.
- B. AAMA 1503 - Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections; 2009.
- C. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- D. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.
- E. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- F. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014.
- G. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2009).
- H. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2009).

1.04 PERFORMANCE REQUIREMENTS

- A. Design and size components to withstand the following load requirements without damage or permanent set, when tested in accordance with ASTM E 330, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - 1. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
- B. Movement: Accommodate movement between storefront and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
- C. Air Infiltration: Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of wall area, measured at a reference differential pressure across assembly of 1.57 psf as measured in accordance with ASTM E 283.
- D. Water Leakage: None, when measured in accordance with ASTM E 331 with a test pressure difference of 2.86 lbf/sq ft.
- E. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
- F. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, internal drainage details .
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related Work, expansion and contraction joint location and details, and field welding required.
- D. Samples: Submit two samples 12_x_12_ inches in size illustrating finished aluminum surface, glass, infill panels, glazing materials.
- E. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.
- F. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- G. Manufacturer's Certificate: Certify that the products supplied meet or exceed the specified requirements.
- H. Report of field testing for water leakage.
- I. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Designer Qualifications: Design structural support framing components under direct supervision of a Professional Structural Engineer experienced in design of this Work and licensed in Minnesota.
- B. Manufacturer Qualifications: Company specializing in performing work of type specified and with at least three years of documented experience.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F. Maintain this minimum temperature during and 48 hours after installation.

1.09 WARRANTY

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum-Framed Storefront and Doors:
 - 1. Wausau Window & Wall Systems, 14000 Series, www.wausauwindow.com
 - 2. EFCO Corporation: www.efcocorp.com.
 - 3. Kawneer North America: www.kawneer.com.
 - 4. Tubelite, Inc.: www.tubeliteinc.com
 - 5. Substitutions: See Section 01 6000 - Product Requirements.

2.02 STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Glazing Position: Front-set.
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep.
 - 3. Water Leakage Test Pressure Differential: 3.75 lbf/sq ft.
 - 4. Air Infiltration Test Pressure Differential: 1.57 psf.
 - 5. Finish: Class II natural anodized.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - 6. Finish Color: As selected by Architect from manufacturer's standard line.
 - 7. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 - 8. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.
 - 9. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 - 10. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 - 11. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 - 12. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
 - 13. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with inside pane of glazing and inner sheet of infill panel and heel bead of glazing compound.
- B. Performance Requirements:
 - 1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 - 2. Water Penetration Resistance: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of 8 psf.
 - 3. Air Leakage: Maximum of 0.06 cu ft/min sq ft of wall area, when tested in accordance with ASTM E283 at 6.27 psf pressure differential across assembly.
 - 4. Condensation Resistance Factor of Framing: 50, minimum, measured in accordance with AAMA 1503.
 - 5. Air Infiltration: Limit air infiltration through assembly to 0.06 cu ft/min/sq ft of wall area, measured at specified differential pressure across assembly in accordance with ASTM E283.

2.03 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 - 1. Framing members for interior applications need not be thermally broken.
 - 2. Glazing Stops: Flush.
- B. Glazing: As specified in Section 08 8000.
- C. Swing Doors: Glazed aluminum.
 - 1. Thickness: 1-3/4 inches.
 - 2. Top Rail: 6 inches wide.

3. Vertical Stiles: 4-1/2 inches wide.
4. Bottom Rail: 10 inches wide.
5. Glazing Stops: Square.
6. Finish: Same as storefront.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Fasteners: Stainless steel.
- C. Concealed Flashings: 0.018 inch thick galvanized steel.
- D. Perimeter Sealant: Type specified in Section 07 9005.
- E. Glass: As specified in Section 08 8000.
- F. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.
- G. Glazing Accessories: As specified in Section 08 8000.

2.05 HARDWARE

- A. For each door, include weatherstripping, sill sweep strip, and threshold.
- B. Other Door Hardware: Storefront manufacturer's standard type to suit application.
 1. Finish on Hand-Contacted Items: Polished chrome.
 2. For each door, include butt hinges, pivots, push handle, pull handle, exit device, narrow stile handle latch, and closer.
- C. Pull (CE-15).
 1. Provide on doors as indicated.
- D. Exit Devices: Panic type.
 1. Provide on doors as indicated.
- E. Door Closers: Concealed overhead.
 1. Provide on doors as indicated.
- F. Locks: Dead latch with thumbturn inside; keyed cylinder outside.
 1. Provide on doors as indicated.

2.06 FABRICATION

- A. Fabricate components with minimum clearances and shim spacing around perimeter of assembly, yet enabling installation and dynamic movement of perimeter seal.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.
- C. Prepare components to receive anchor devices. Fabricate anchors.
- D. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
- E. Arrange fasteners and attachments to conceal from view.
- F. Reinforce framing members for imposed loads.
- G. Finishing: Apply factory finish to all surfaces that will be exposed in completed assemblies.
 1. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install wall system in accordance with manufacturer's instructions.
- B. Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
- C. Provide alignment attachments and shims to permanently fasten system to building structure.
- D. Align assembly plumb and level, free of warp or twist. Maintain assembly dimensional tolerances, aligning with adjacent work.
- E. Provide thermal isolation where components penetrate or disrupt building insulation.
- F. Install sill flashings. Turn up ends and edges; seal to adjacent work to form water tight dam.
- G. Where fasteners penetrate sill flashings, make watertight by seating and sealing fastener heads to sill flashing.
- H. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- I. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- J. Set thresholds in bed of sealant and secure.
- K. Install hardware using templates provided.
- L. Install glass and infill panels in accordance with Section 08 8000, using glazing method required to achieve performance criteria.
- M. Install perimeter sealant in accordance with Section 07 9005.
- N. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

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

3.04 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for independent testing and inspection requirements. Inspection will monitor quality of installation and glazing.

3.05 ADJUSTING

- A. Adjust operating hardware and sash for smooth operation.

3.06 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Remove excess sealant by method acceptable to sealant manufacturer.

3.07 PROTECTION

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

END OF SECTION

SECTION 08 5113
ALUMINUM WINDOWS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Extruded aluminum windows with fixed sash, operating sash, and infill panels.
- B. Factory glazing.
- C. Operating hardware.
- D. Insect screens.

1.02 RELATED REQUIREMENTS

- A. Section 07 2500 - Weather Barriers: Sealing frame to weather barrier installed on adjacent construction.
- B. Section 07 9200 - Joint Sealants: Sealing joints between window frames and adjacent construction.
- C. Section 08 4313 - Aluminum-Framed Storefronts: Operable sash within framing system.
- D. Section 08 8000 - Glazing.

1.03 REFERENCE STANDARDS

- A. AAMA/WDMA/CSA 101/I.S.2/A440 - North American Fenestration Standard/Specification for windows, doors, and skylights; 2011.
- B. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; 2015.
- C. AAMA CW-10 - Care and Handling of Architectural Aluminum From Shop to Site; American Architectural Manufacturers Association; 2012.
- D. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- E. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate (Metric); 2014.
- F. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2014.
- G. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes [Metric]; 2013.
- H. ASTM E283 - Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2004 (Reapproved 2012).
- I. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure Difference; 2015.

1.04 PERFORMANCE REQUIREMENTS

- A. Performance Requirements: As specified in PART 2, with the following additional requirements.
- B. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
- C. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, or migrating moisture occurring within system.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, information on glass and glazing, internal drainage details, and descriptions of hardware and accessories.

- C. Shop Drawings: Indicate opening dimensions, elevations of different types, framed opening tolerances, method for achieving air and vapor barrier seal to adjacent construction, anchorage locations, _____, and installation requirements.
- D. Grade Substantiation: Prior to submitting shop drawings or starting fabrication, submit one of the following showing compliance with specified grade:
 - 1. Evidence of AAMA Certification.
 - 2. Evidence of WDMA Certification.
 - 3. Evidence of CSA Certification.
 - 4. Test report(s) by independent testing agency itemizing compliance and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Comply with requirements of AAMA CW-10.
- B. Protect finished surfaces with wrapping paper or strippable coating during installation. Do not use adhesive papers or sprayed coatings that bond to substrate when exposed to sunlight or weather.

1.07 FIELD CONDITIONS

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

1.08 WARRANTY

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Aluminum Windows:
 - 1. EFCO, a Pella Company: www.efcocorp.com.
 - 2. Wausau Window and Wall Systems; Series 3902 Thermal 4 1/2" : www.wausauwindow.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 WINDOWS

- A. Aluminum Windows: Extruded aluminum frame and sash, factory fabricated, factory finished, with operating hardware, related flashings, and anchorage and attachment devices.
 - 1. **Match existing window finish & color. Coordinate w/ Owner.**
 - 2. Frame Depth: 4 1/2".
 - 3. Operable Units: Double weatherstripped.
 - 4. Provide units factory glazed.
 - 5. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors; fasteners and attachments concealed from view; reinforced as required for operating hardware and imposed loads.
 - 6. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
 - 7. Movement: Accommodate movement between window and perimeter framing and deflection of lintel, without damage to components or deterioration of seals.
 - 8. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.

9. Air Infiltration: Limit air infiltration through assembly to 0.04 cu ft/min/sq ft of wall area, measured at a specified differential pressure across assembly in accordance with ASTM E283.
10. Water Infiltration Test Pressure Differential: 13 pounds per square foot.
- B. Performance Requirements: Provide products that comply with the following:
 1. Grade: AAMA/WDMA/CSA 101/I.S.2/A440 requirements for specific window type:
 - a. Performance Class (PC): LC.
- C. Fixed, Non-Operable Type:
 1. Construction: thermally broken at exterior, non -thermal at interior.
 2. Glazing: Double; clear; low-e.
- D. Double-Hung Type:
 1. Construction: thermally broken at exterior, non -thermal at interior.
 2. Provide screens.
 3. Glazing: Double; clear; low-e.

2.03 COMPONENTS

- A. Frames: Nominal 2 inch wide x 4 inch deep profile, of 1 inch thick section; thermally broken with interior portion of frame insulated from exterior portion; flush glass stops of snap-on type.
- B. Glazing: As specified in Section 08 8000.
- C. Infill Panel: 6 inch wide x 4 inch thick aluminum. Match insulation/finishes.
- D. Insect Screens: Extruded aluminum frame with mitered and reinforced corners; screen mesh taut and secure to frame; secured to window with adjustable hardware allowing screen removal without use of tools.
 1. Hardware: Spring loaded steel pins; four per screen unit.
 2. Screen Mesh: Vinyl-coated fiberglass, window manufacturer's standard mesh.
 3. Frame Finish: Same as frame and sash.
- E. Glazing Materials: As specified in Section 08 8000.
- F. Sealant for Setting Sills and Sill Flashing: Non-curing butyl type.
- G. Sealant and Backing Materials: As specified in Section 07 9005.

2.04 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M), 6063 alloy, T6 temper.
- B. Sheet Aluminum: ASTM B209 (ASTM B209M), 5005 alloy, H12 or H14 temper.

2.05 HARDWARE

- A. Operator: Lever action handle fitted to projecting sash arms with limit stops.

2.06 FABRICATION

- A. Fabricate components with smallest possible clearances and shim spacing around perimeter of assembly that will enable window installation and dynamic movement of perimeter seal.
- B. Accurately fit and secure joints and corners. Make joints flush, hairline, and weatherproof.
- C. Prepare components to receive anchor devices.
- D. Arrange fasteners and attachments to ensure concealment from view.
- E. Prepare components with internal reinforcement for operating hardware.
- F. Provide steel internal reinforcement in mullions as required to meet loading requirements.
- G. Provide internal drainage of glazing spaces to exterior through weep holes.
- H. Assemble insect screen frames with mitered and reinforced corners. Secure wire mesh tautly in frame. Fit frame with four, spring loaded steel pin retainers.
- I. Double weatherstrip operable units.
- J. Factory glaze window units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that wall openings and adjoining air and vapor seal materials are ready to receive aluminum windows.

3.02 INSTALLATION

- A. Install windows in accordance with manufacturer's instructions.
- B. Attach window frame and shims to perimeter opening to accommodate construction tolerances and other irregularities.
- C. Align window plumb and level, free of warp or twist. Maintain dimensional tolerances and alignment with adjacent work.
- D. Install wood sill where noted on plans
- E. Install sill end dam flashing as req'd by code..
- F. Set sill members and sill flashing in continuous bead of sealant.
- G. Provide thermal isolation where components penetrate or disrupt building insulation. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- H. Coordinate attachment and seal of perimeter air barrier and vapor retarder materials.
- I. Install operating hardware not pre-installed by manufacturer.
- J. Install glass and infill panels in accordance with requirements specified in Section 08 8000.
- K. Install perimeter sealant in accordance with requirements specified in Section 07 9005.

3.03 TOLERANCES

- A. Maximum Variation from Level or Plumb: 1/16 inches every 3 ft non-cumulative or 1/8 inches per 10 ft, whichever is less.

3.04 FIELD QUALITY CONTROL

- A. Test installed windows for compliance with performance requirements for water penetration, in accordance with ASTM E1105 using uniform pressure and the same pressure difference as specified for laboratory testing.
 - 1. If any window fails, test additional windows at Contractor's expense.
- B. Replace windows that have failed field testing and retest until performance is satisfactory.

3.05 ADJUSTING

- A. Adjust hardware for smooth operation and secure weathertight closure.

3.06 CLEANING

- A. Remove protective material from factory finished aluminum surfaces.
- B. Remove excess glazing sealant by moderate use of mineral spirits or other solvent acceptable to sealant and window manufacturer.

3.07 SCHEDULE

- A. As noted on plans & window schedule.

END OF SECTION

SECTION 08 7100
DOOR HARDWARE

PART 1 - GENERAL

1.01 CONDITIONS

- A. Conditions of the contract (General and Supplementary Conditions) and Division One General Requirements, govern the work of this section.
- B. This section includes all material, and related service necessary to furnish all finish hardware indicated on the drawings, or specified herein.
- C. All work shall be in accordance with all applicable state and local building codes. Code requirements shall have precedence over this specification where conflicts exist.

1.02 WORK INCLUDED

- A. This section includes the following:
 - 1. Furnish door hardware (for hollow metal, wood and aluminum doors) specified herein, listed in the hardware schedule, and/or required by the drawings.
- B. Where items of hardware are not definitely or correctly specified and is required for the intended service, such omission, error or other discrepancy should be directed to the Architect prior to the bid date for clarification by addendum. Otherwise furnish such items in the type and quantity established by this specification for the appropriate service intended.

1.03 RELATED WORK IN OTHER SECTIONS

- A. This section includes coordination with related work in the following sections:
 - 1. Section 08 1416 "Wood Doors"
 - 2. Division 8 Section "Aluminum Entrances and Storefronts"

1.04 REFERENCES

- A. Publications of agencies and organizations listed below form a part of this specification section to the extent referenced.
 - 1. DHI - Recommended Locations for Builders' Hardware.
 - 2. NFPA 80 - Standards for Fire Doors and Windows.
 - 3. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures.
 - 4. UL - Building Material Directory.
 - 5. DHI - Door and Hardware Institute
 - 6. WHI - Warnock Hersey
 - 7. BHMA - Builders Hardware Manufacturers Association
 - 8. ANSI - American National Standards Institute
 - 9. IBC 2012 - International Building Code 2012 Edition (as amended by local building code)

1.05 SUBMITTALS

- A. Within 15 days after award of contract, submit detailed hardware schedule in quantities as required by Division 1 - General Conditions.
- B. Schedule format shall be consistent with recommendations for a vertical format as set forth in the Door & Hardware Institute's (DHI) publication "Sequence and Format for the Hardware Schedule". Hardware sets shall be consolidated to group multiple door openings which share similar hardware requirements. Schedule shall include the following information:
 - 1. Door number, location, size, handing, and rating.
 - 2. Door and frame material, handing.
 - 3. Degree of swing.
 - 4. Manufacturer
 - 5. Product name and catalog number
 - 6. Function, type and style
 - 7. Size and finish of each item
 - 8. Mounting heights

- 9. Explanation of abbreviations, symbols, etc.
- 10. Numerical door index, indicating the hardware set/ group number for each door.
- C. When universal type door closers are to be provided, the schedule shall indicate the application method to be used for installation at each door: (regular arm, parallel arm, or top jamb).
- D. The schedule will be prepared under the direct supervision of a certified Architectural Hardware Consultant (AHC), or certified Door Hardware Consultant (DHC) employed by the hardware distributor. The hardware schedule shall be signed and embossed or stamped with the DHI certification seal of the supervising AHC or DHC. The supervising AHC or DHC shall attend any meetings related to the project when requested by the architect.
- E. Check the specified hardware for suitability and adaptability to the details and surrounding conditions.
- F. Review drawings from related trades as required to verify compatibility with specified hardware. Indicate unsuitable or incompatible items, and proposed substitutions in the hardware schedule.
- G. Provide documentation for all hardware to be furnished on labeled fire doors indicating compliance with positive pressure fire testing UL 10C.
- H. Furnish manufacturers' catalog data for each item of hardware in quantities as required by Division 1 - General Conditions.
- I. Submit a sample of each type of hardware requested by the architect. Samples shall be of the same finish, style, and function as specified herein. Tag each sample with its permanent location so that it may be used in the final work.
- J. Furnish with first submittal, a list of required lead times for all hardware items.
- K. After final approved schedule is returned, transmit corrected copies for distribution and field use in quantities as required by Division 1 - General Conditions.
- L. Furnish approved hardware schedules, template lists, and pertinent templates as requested by related trades.
- M. Furnish necessary diagrams, schematics, voltage and amperage requirements for all electro-mechanical devices or systems as required by related trades. Wiring diagrams shall be opening specific and include both a riser diagram and point to point diagram showing all wiring terminations.
- N. After receipt of approved hardware schedule, Hardware supplier shall initiate a meeting including the owner's representative to determine keying requirements. Upon completion of the initial key meeting, hardware supplier shall prepare a proposed key schedule with symbols and abbreviations as set forth in the door and hardware institute's publication "Keying Procedures, Systems, and Nomenclature". Submit copies of owner approved key schedule for review and field use in quantities as required by Division 1 - General Conditions. Wiring diagrams shall be included in final submittals transmitted for distribution and field use.

1.06 QUALITY ASSURANCE

- A. Manufacturers and model numbers listed are to establish a standard of function and quality. Similar items by approved manufacturers that are equal in design, function, and quality, may be considered for prior approval of the architect, provided the required data and physical samples are submitted for approval as set forth in Division One General Requirements.
- B. Where indicated in this specification, products shall be independently certified by ANSI for compliance with relevant ANSI/BHMA standards A156.1 - A156.36 - Standards for Hardware and Specialties. All products shall meet or exceed certification requirements for the respective grade indicated within this specification. Supplier shall provide evidence of certification when requested by the architect.
- C. Obtain each type of hardware (hinges, latch & locksets, exit devices, closers, etc.) from a single manufacturer, although several may be indicated as offering products complying with requirements.

- D. Electrical drawings and electrical specifications are based on the specific electrified hardware components specified in hardware sets. When electronic hardware components other than those indicated in hardware sets are provided, the supplier shall be responsible for all costs incurred by the design team and their consultants to review, and revise electrical drawings and electrical specifications. Supplier shall also be responsible for any additional costs associated with required changes in related equipment, materials, installation, or final hook up to insure the system will operate and function as indicated in the construction documents, including hardware set operational / functional descriptions.
- E. All hardware items shall be manufactured no earlier than 6 months prior to delivery to site.
- F. Hardware supplier shall be factory trained and certified by the manufacturer to provide and support all computer managed locks and system components.
- G. Installation of hardware shall be installed or directly supervised and inspected by a skilled installer certified by the manufacturer of locksets, door closers, and exit devices used on the project, or with not less than 3 years' experience in successful completion of projects similar in size and scope.
- H. Provide hardware for all labeled fire doors, which complies with positive pressure fire testing UL 10C.
- I. Comply with all applicable provisions of the standards referenced within section 1.4 of this specification.
- J. Hardware supplier shall participate when reasonably requested to meet with the contractor and or architect to inspect any claim for incorrect or non-functioning materials; following such inspection, the hardware supplier shall provide a written statement documenting the cause and proposed remedy of any unresolved items.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Hardware supplier shall deliver hardware to the job site unless otherwise specified.
- B. All hardware shall be delivered in manufacturers' original cartons and shall be clearly marked with set and door number.
- C. Coordinate with contractor prior to hardware delivery and recommend secure storage and protection against loss and damage at job site.
- D. Contractor shall receive all hardware and provide secure and proper protection of all hardware items to avoid delays caused by lost or damaged hardware. Contractor shall report shortages to the Architect and hardware supplier immediately after receipt of material at the job site.
- E. Coordinate with related trades under the direction of the contractor for delivery of hardware items necessary for factory installation.

1.08 WARRANTY

- A. All hardware items shall be warranted against defects in material and workmanship as set forth in Division One General Requirements.
- B. Repair, replace, or otherwise correct deficient materials and workmanship without additional cost to owner.

PART 2 - PRODUCTS

2.01 FASTENERS

- A. All exposed fasteners shall be Phillips head or as otherwise specified, and shall match the finish of the adjacent hardware. All fasteners exposed to the weather shall be non-ferrous or stainless steel. Furnish correct fasteners to accommodate surrounding conditions.
- B. Coordinate required reinforcements for doors and frames. Seek approval of the architect prior to furnishing through-bolts. Furnish through-bolts as required for materials not readily reinforced.

2.02 BUTT HINGES

- A. Acceptable manufacturers and respective catalog numbers:
- | | | | | |
|---|--------|---------|--------|----------|
| B. -- | Ives | Stanley | Hager | McKinney |
| C. Standard Weight, Plain Bearing | 5PB1 | F179 | 1279 | T2714 |
| D. Standard Weight, Ball Bearing | 5BB1 | BB179 | BB1279 | TB2714 |
| E. Standard Weight, Ball Bearing, Non-Ferrous | 5BB1 | FBB191 | BB1191 | TB2314 |
| F. Heavy Weight, Ball Bearing | 5BB1HW | FBB168 | BB1168 | T4B3786 |
| G. Heavy Weight, Ball Bearing, Non-Ferrous | 5BB1HW | FBB199 | BB1199 | T4B3386 |
- H. Hinges shall be independently certified by ANSI for compliance with ANSI A156.1 (2006). Hinges shall meet or exceed the following ANSI grade requirements as indicated below:
1. Standard Weight, Plain Bearing Hinges: Grade 3
 2. Standard Weight, 2 Ball Bearing Hinges: Grade 2
 3. Heavy Weight, 4 Ball Bearing Hinges: Grade 1
 4. Unless otherwise specified, furnish the following hinge quantities for each door leaf.
 - a. 3 hinges for doors up to 90 inches.
 - b. 1 additional hinge for every 30 inch on doors over 90 inches.
 - c. 4 hinges for Dutch door applications.
- I. Unless otherwise specified, top and bottom hinges shall be located as specified in division 8 Section "Hollow Metal Doors and Frames". Intermediate hinges shall be located equidistant from others.
- J. Unless otherwise specified, furnish hinge weight and type as follows:
1. Standard weight: plain bearing hinge 5PB1 for interior openings through 36 inches wide without a door closer.
 2. Standard weight: ball bearing hinge 5BB1 for interior opening over 36 through 40 inches wide without a door closer, and for interior openings through 40 inches wide with a door closer.
 3. Heavyweight: 4 ball bearing hinge 5BB1HW for interior openings over 40 inches wide, and for all vestibule doors.
 4. Heavyweight: 4 ball bearing hinge 5BB1HWss for exterior openings unless otherwise listed in groups.
- K. Unless otherwise specified, furnish hinges for exterior doors, fabricated from brass, bronze, or stainless steel. Unless otherwise specified, hinges for interior doors may be fabricated from steel.
- L. Unless otherwise specified, furnish hinges in the following sizes:
1. 5" x 5" 2-1/4" thick doors
 2. 4-1/2" x 4-1/2" 1-3/4" thick doors
 3. 3-1/2" x 3-1/2" 1-3/8" thick doors
- M. Furnish hinges with sufficient width to accommodate trim and allow for 180-degree swing.
- N. Unless otherwise specified, furnish hinges with flat button tips with non-rising pins at interior doors, non-removable loose pins (NRP) at exterior and out-swinging interior doors.
- O. Unless otherwise specified, furnish all hinges to template standards.

2.03 POWER TRANSFERS

- A. Acceptable manufacturers and respective catalog numbers:
- | | | |
|--------------------------------|------------|---------|
| 1. -- | Von Duprin | ASSA |
| 2. Concealed Two Wire | EPT-2 | CEPT-10 |
| 3. Concealed Ten Wire | EPT-10 | CEPT-10 |
| 4. Armored Door Cord Four Wire | 788C-12 | TSB-C |
| 5. Armored Door Cord Four Wire | 788C-18 | TSB-C |
- B. Door cords shall be armored cable with screw on caps.

- C. Concealed power transfers shall be concealed in the door and frame when the door is closed.
- D. Concealed power transfers shall have a steel tube to protect wires from being cut.
- E. Concealed power transfers with spring tubes shall be rejected.
- F. Concealed power transfers shall be supplied with a mud box to house all terminations.

2.04 FLUSH BOLTS AND DUST PROOF STRIKES

- A. Acceptable manufacturers and respective catalog numbers:

1. --	Ives	Door Controls	Hager
2. Dust Proof Strike	DP2	80	280X
3. Auto Flush Bolt (Metal Door)	FB31P	842	292D
4. Auto Flush Bolt (Wood Door)	FB41P	942	291D
5. Manual Flush Bolt	FB458	780	282D
- B. Unless otherwise specified, provide 12" rods for manual flush bolts for door 7'6" or less, 24" top rods for doors over 7'6" to 8'6".
- C. Unless otherwise specified, provide doors over 8'6" with automatic top bolts.
- D. Provide automatic flush bolts where required to maintain fire door listing and or egress requirements on pairs of doors.
- E. All flush-bolt applications shall be UL listed to be installed with top flush-bolt only. Provide auxiliary fire bolt as required for fire rated openings where less bottom bolt has been specified.
- F. Provide all bottom flush bolts with non-locking dust proof strikes.

2.05 EXIT DEVICES

- A. Acceptable manufacturers and respective catalog numbers:

1.		Von Duprin	Falcon	Sargent	Yale	Corbin
2.	Wide Stile, Push Pad	98 / 99 Series	25 Series	GL-43-80 Series	7100-ECK1 Series	ED5000-M110 Series
3.	Lever Trim	996 Series	510L/511L Series	740 ET	600 Series	900 Series
4.	Pull Trim	990 Series	512 Series	800 MAL	500 Series	1300 Series
- B. Exit devices shall be independently certified by ANSI for compliance with ANSI A156.3, Grade 1 (2008).
- C. Obtain exit devices from a single manufacturer, although several may be indicated as offering products complying with requirements.
- D. On full glass doors there shall be no exposed fasteners on the back of the mechanism visible through the glass.
- E. All exit devices shall be provided with flush end caps to reduce potential damage from impact.
- F. All exit devices shall be provided with dead-locking latch bolts to insure security.
- G. All exit devices shall be U.L. listed for accident hazard. Exit device for use on fire doors shall also be U.L. listed for fire exit hardware.
- H. Provide optional strikes, special length rods, and adapter plates to accommodate door and frame conditions. Provide narrow style series devices in lieu of wide stile series devices where optional strikes will not accommodate door and frame conditions.
- I. Coordinate with related trades to insure adequate clearance and reinforcement is provided in doors and frames. Provide thru bolts as required.
- J. Refer to hardware groups for exit device applications utilizing the option of: "less bottom rod and floor strike" (LBR)
- K. All exit devices shall be provided with optional trim designs to match other lever and pull designs used on the project.

- L. Unless specific exit device dogging options are noted within hardware sets, provide dogging options as follows:
- M. Fire Rated devices: Dogging not permitted.
- N. Non-Rated Exit Only functions not equipped with outside trim or pull: Less Dogging.
- O. Non-Rated Classroom functions: Less Dogging.
- P. Non-Rated devices utilizing electric latch retraction or electrified outside trim: Less Dogging.
- Q. All Other Non-Rated devices: Cylinder Dogging utilizing interchangeable core cylinders. Cylinder keyway shall match locksets furnished on this project.
- R. Provide glass bead kits as required to accommodate door conditions. Screws shall not be visible through full glass doors.
- S. Where specified, provide compatible keyed mullions with cylinder for pairs of doors.
- T. Provide reinforced crossbars for all traditional style exit devices applied to doors over 36" wide.

2.06 LOCKS AND LATCHES

- A. Acceptable manufacturers and respective catalog numbers: Grade 1 Mortise
 - 1. Schlage L Series 17A
 - 2. Best 45H Series 14H
 - 3. Sargent 8200 LNP
 - 4. Yale 8800 Series PBR
 - 5. Corbin ML2000 PSA
- B. Bored locks shall be independently certified by ANSI for compliance with ANSI A156.2 (2011). Interconnected locks shall be independently certified by ANSI for compliance with ANSI A156.12 (2013). Mortise locks shall be independently certified by ANSI for compliance with ANSI A156.13 (2012).
- C. Minimize transmission of heat to lock trim. Provide temperature control modules (TCM) on all electrified locks when cataloged by the lock manufacturer.
- D. Unless otherwise specified, all locks and latches to have:
 - 1. 2-3/4" Backset
 - 2. 1/2" minimum throw latchbolt
 - 3. 1" throw deadbolt
 - 4. ANSI A115.2 strikes
- E. Provide guarded latch bolts for all locksets, and latch bolts with sufficient throw to maintain fire rating of both single and paired door assemblies.
- F. Length of strike lip shall be sufficient to clear surrounding trim.
- G. Provide wrought boxes for strikes at inactive doors, wood frames, and metal frames without integral mortar covers.

2.07 CLOSERS

- A. Acceptable manufacturers and respective catalog numbers:
 - 1. LCN 4011 /4111 EDA
 - 2. Falcon SC70 / SC70 HD
 - 3. Sargent 350 / 351 P10
 - 4. Yale 4400 / PR4400
 - 5. Norton 7500 / PR7500
- B. Door closers shall be independently certified by ANSI for compliance with ANSI A156.4, Grade 1 (2013).
- C. Obtain door closers from a single manufacturer, although several may be indicated as offering products complying with requirements.
- D. Provide extra heavy duty arm (EDA / HD) when closer is to be installed using parallel arm mounting.

- E. Hardware supplier shall coordinate with related trades to insure aluminum frame profiles will accommodate specified door closers.
- F. Closers for fire-rated doors shall be provided with temperature stabilizing fluid that complies with standards UL10C.
- G. Unless otherwise specified, all door closers shall have full covers and separate adjusting valves for sweeps, latch, and backcheck.
- H. Provide closers for all labeled doors. Provide closer series and type consistent with other closers for similar doors specified elsewhere on the project.
- I. Provide closers with adjustable spring power. Size closers to insure exterior and fire rated doors will consistently close and latch doors under existing conditions. Size all other door closers to allow for reduced opening force not to exceed 5 lbs.
- J. Install closers on the room side of corridor doors, stair side of stairways and interior side of exterior doors.
- K. Closers shall be furnished complete with all mounting brackets and cover plates as required by door and frame conditions, and by adjacent hardware.

2.08 KICK PLATES AND MOP PLATES

- A. Furnish protective plates as specified in hardware groups.
- B. Where specified, provide 10" kick plates, 34" armor plates, and 4" mop plates. Unless otherwise specified, metal protective plates shall be .050" thick; plastic plates shall be 1/8" thick.
- C. Protective plates shall be 2" less door width, or 1" less door width at pairs. All protective plates shall be beveled 4 sides and counter sunk. Protection plates over 16" shall not be provided for labeled doors unless specifically approved by door manufacturers listing.
- D. Where specified, provide surface mounted door edges. Edges shall butt to protective plates. Provide edges with cutouts as required adjacent hardware.
- E. Adjust dimensions of protection plates to accommodate stile and rail dimensions, lite and louver cutouts, and adjacent hardware. Where required by adjacent hardware, protection plates shall be factory drilled for cylinders or other mortised hardware.

2.09 OVERHEAD STOPS

- A. Acceptable manufacturers and respective catalog numbers:

1. --	Glynn-Johnson	Rixson	Sargent
2. Heavy Duty Surface Mount	GJ900 Series	9 Series	590
3. Heavy Duty Concealed Mount	GJ100 Series	1 Series	690
4. Medium Duty Surface Mount	GJ450 Series	10 Series	1540
5. Medium Duty Concealed Mount	GJ410	2 Series	1530
- B. Unless otherwise specified, furnish GJ900 series overhead stop for hollow metal or 1-3/4" solid core doors equipped with regular arm surface type closers that swing more than 140 degrees before striking a wall, for hollow metal or 1-3/4" solid core doors that open against equipment, casework, sidelights, or other objects that would make wall bumpers inappropriate, and as specified in hardware groups.
- C. Furnish sex bolt attachments for wood and mineral core doors unless doors are supplied with proper reinforcing blocks.
- D. Provide special stop only ("SE" suffix) overhead stops when used in conjunction with electronic hold open closers.
- E. Do not provide holder function for labeled doors.

2.10 WALL STOPS AND HOLDERS

- A. Acceptable manufacturers and respective catalog numbers:

1. --	Ives	Hager	Burns
2. Wrought Convex Wall Bumper	WS406CVX	232W	570
3. Wrought Concave Wall Bumper	WS406CCV	236W	575

4.	Extended Wall Stop	WS11/WS11X	255W	530
5.	Extended Wall Stop	WS33/WS33X	****	****
6.	Automatic Wall Holder	WS40	326W	533
7.	Hinge Pin Stop	70	****	****

- B. Furnish a stop or holder for all doors. Furnish floor stops or hinge pin stops only where specifically specified.
- C. Where wall stops are not applicable, furnish overhead stops.
- D. Do not provide holder function for labeled doors.

2.11 WEATHERSTRIP, GASKETING

- A. Acceptable manufacturers and respective catalog numbers:

1.	--	Zero	Pemko	NGP	Reese
2.	Weatherstrip	429	2891_PK	700NA	755
3.	Adhesive Gasket	188	S88	5050	797
4.	Mullion Seal/Silencer	8780	5110	5100N	
5.	Meeting Edge Seals	8193	18041	9605	959
6.	Adhesive Edge Seal	****	S77	5060	****
7.	Automatic Door Bottom (Surface Mtd.)	321	4131	222	320
8.	Automatic Door Bottom (HD Concealed) (When Sealing Against A Solid Surface)	360	434_RL	423N	430
9.	Automatic Door Bottom (HD Concealed) (When Sealing Against Carpet)	360	434_NBL	683	943
10.	Automatic Door Bottom	355	420APKL	320N	372A
11.	Sweeps	8192	18061_NB	B606	964
12.	Sweep w/ drip	8198	345_N	C627	354
- B. Drip Cap

	142	346	16	R201
--	-----	-----	----	------
- C. Weatherstrip and gasketing shall be independently certified by ANSI for compliance with ANSI A156.22 (2005).
- D. Where specified in the hardware groups, furnish the above products unless otherwise detailed in groups.
- E. Provide weatherstripping all exterior doors and where specified.
- F. Provide intumescent and other required edge sealing systems as required by individual fire door listings to comply with positive pressure standards UL 10C.
- G. Provide Zero 188 smoke gaskets at all fire rated doors and smoke and draft control assemblies.
- H. Provide gasketing for all meeting edges on pairs of fire doors. Gasketing shall be compatible with astragal design provided by door supplier as required for specific fire door listings.

2.12 THRESHOLDS

- A. Acceptable manufacturers and respective catalog numbers:

1.	--	Zero	Pemko	NGP	Reese
2.	Saddle Thresholds	8655	171	425	S205
3.	Half Saddle Thresholds	1674	227	324	S239
4.	Interlocking Threshold	74A	114	442-5	T550
- B. Thresholds shall be independently certified by ANSI for compliance with ANSI A156.21 (2001).
- C. Hardware supplier shall verify all finish floor conditions and coordinate proper threshold as required to insure a smooth transition between threshold and interior floor finish.
- D. Threshold Types:
 - 1. Unless otherwise specified, provide saddle threshold similar to Zero 8655 for all exterior openings with an interior floor finish less than or equal to 1/4" in height.

2. Unless otherwise specified, provide half saddle threshold similar to Zero 1674 for all exterior openings with an interior floor finish greater than 1/4" in height. Threshold height shall match thickness of interior floor finish.

2.13 FINISHES AND BASE MATERIALS

- A. Match adjacent hardware finishes. Coordinate w/ Owner.
- B. Unless otherwise indicated in the hardware groups or herein, hardware finishes shall be applied over base metals as specified in the following finish schedule:

1. HARDWARE ITEM	BHMA FINISH AND BASE MATERIAL
2. Butt Hinges: Exterior, or Non-Ferrous	630 (US32D - Satin Stainless Steel)
3. Butt Hinges: Interior	652 (US26D - Satin Chromium)
4. Continuous Hinges	630 (US32D - Satin Stainless Steel)
5. Flush Bolts	626 (US26D - Satin Chromium)
6. Exit Devices	626 (US26D - Satin Chromium)
7. Locks and Latches	626 (US26D - Satin Chromium)
8. Pulls and Push Plates/Bars	630 (US32D - Satin Stainless Steel)
9. Coordinators	600 (Prime painted or mill alum.)
10. Closers	689 (Sprayed Aluminum)
11. Protective Plates	630 (US32D - Satin Stainless Steel)
12. Overhead Stops	630 (US32D - Satin Stainless Steel)
13. Wall Stops and Holders	630 (US32D - Satin Stainless Steel)
14. Thresholds	628 (Mill Aluminum)
15. Weather-strip, Sweeps Drip Caps (wood and hollow metal doors)	Aluminum Anodized
16. Weather-strip, Sweeps Drip Caps (aluminum doors)	Match finish of aluminum doors.
17. Magnetic Holders	Sprayed Aluminum
18. Magnetic Locks	628 (US28)
19. Miscellaneous	626 (US26D - Satin Chromium)

2.14 KEYING

- A. Acceptable manufacturers and respective catalog numbers:
- B. Schlage Falcon Best Sargent Yale Corbin
- C. Provide interchangeable cores for all locks and cylinders.
- D. All locks under this section shall be keyed as directed by the owner to a new Restricted Grand Master Key System.
- E. Keying shall be by lock manufacturer where permanent records shall be kept.
- F. Furnish a total of 2 keys per cylinder. Actual cut keys to be determined by owner.
- G. Master keys and control keys to be delivered by registered mail to the owner. Change keys shall be delivered in a set up key cabinet. Construction keys shall be delivered to the contractor.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Prior to installation of hardware, installer shall examine door frame installation to insure frames have been set square and plumb. Installer shall examine doors, door frames, and adjacent wall, floor, and ceiling for conditions, which would adversely affect proper operation and function of door assemblies. Do not proceed with hardware installation until such deficiencies have been corrected.

3.02 INSTALLATION

- A. Before hardware installation, general contractor/construction manager shall coordinate a hardware installation seminar with a 1 week notice to all parties involved. The seminar is to be conducted on the installation of hardware, specifically of locksets, closers, exit devices, continuous hinges and overhead stops. Manufacturer's representative of the above products to

present seminar. Seminar to be held at the job site and attended by installers of hardware (including low voltage hardware) for aluminum, hollow metal and wood doors. Training to include use of installation manuals, hardware schedule, templates and physical products samples.

- B. Install all hardware in accordance with the approved hardware schedule and manufacturers instructions for installation and adjustment.
- C. Set units level, plumb and true to the line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.
- D. Drill and countersink units which are not factory-prepared for anchorage fasteners. Space fasteners and anchors in accord with industry standards.
- E. Drill appropriate size pilot holes for all hardware attached to wood doors and frames.
- F. Shim doors as required to maintain proper operating clearance between door and frame.
- G. Unless otherwise specified, locate all hardware in accordance with the recommended locations for builders hardware for standard doors and frames as published by the Door and Hardware Institute.
- H. Use only fasteners supplied by or approved by the manufacturer for each respective item of hardware.
- I. Mortise and cut to close tolerance and conceal evidence of cutting in the finished work.
- J. Conceal push and pull bar fasteners where possible. Do not install through bolts through push plates.
- K. Install hardware on UL labeled openings in accordance with manufacturer's requirements to maintain the label.
- L. Apply self-adhesive gasketing on frame stop at head & latch side and on rabbet of frame at hinge side.
- M. Install hardware in accordance with supplemental "S" label instructions on all fire rated openings.
- N. Install wall stops to contact lever handles or pulls. Do not mount wall stops on casework, or equipment.
- O. Where necessary, adjust doors and hardware as required to eliminate binding between strike and latchbolt. Doors should not rattle.
- P. Overhead stops used in conjunction with electrified hold open closers shall be templated and installed to coincide with engagement of closer hold open position.
- Q. Install door closers on corridor side of lobby doors, room side of corridor doors, and stair side of stairways.
- R. Adjust spring power of door closers to the minimum force required to insure exterior and fire rated doors will consistently close and latch doors under existing conditions. Adjust all other door closers to insure opening force does not to exceed 5 lbs.
- S. Adjust "sweep", "latch", & "back check" valves on all door closers to properly control door throughout the opening and closing cycle. Adjust total closing speed as required to comply with all applicable state and local building codes.
- T. Install "hardware compatible" (bar stock) type weatherstripping continuously for an uninterrupted seal. Adjust templating for parallel arm door closers, exit devices, etc., as required to accommodate weatherstripping.
- U. Unless otherwise specified or detailed, install thresholds with the bevel in vertical alignment with the outside door face. Notch and closely fit thresholds to frame profile. Set thresholds in full bed of sealant.
- V. Compress sweep during installation as recommended by sweep manufacturer to facilitate a water resistant seal.

- W. Deliver to the owner 1 complete set of installation and adjustment instructions, and tools as furnished with the hardware.

3.03 FIELD QUALITY CONTROL

- A. After installation has been completed, the hardware supplier and manufacturers representative for locksets, door closers, exit devices, and overhead stops shall check the project and verify compliance with installation instructions, adjustment of all hardware items, and proper application according to the approved hardware schedule. Hardware supplier shall submit a list of all hardware that has not been installed correctly.
- B. After installation has been completed, the hardware supplier and manufacturers representative shall meet with the owner to explain the functions, uses, adjustment, and maintenance of each item of hardware. Hardware supplier shall provide the owner with a copy of all wiring diagrams. Wiring diagrams shall be opening specific and include both a riser diagram and point to point diagram showing all wiring terminations.

3.04 ADJUSTMENT AND CLEANING

- A. At final completion, and when H.V.A.C. equipment is in operation, installer shall make final adjustments to and verify proper operation of all door closers and other items of hardware. Lubricate moving parts with type lubrication recommended by the manufacturer.
- B. All hardware shall be left clean and in good operation. Hardware found to be disfigured, defective, or inoperative shall be repaired or replaced.

3.05 HARDWARE SCHEDULE

- A. The following schedule of hardware groups are intended to describe opening function. The hardware supplier is cautioned to refer to the preamble of this specification for a complete description of all materials and services to be furnished under this section.

3.06 HW SET: #1, DOORS 101 & 102

- | | | | | |
|----|---|--------------------|--------------------------|-----|
| A. | EA | HINGES | AS SPECIFIED | IVE |
| B. | 1 EA | PRIVACY W/DB & IND | L9496 L583-363 | SCH |
| C. | 1 EA | SURFACE CLOSER | SC71 / SC71 HDP A | FAL |
| D. | 1 EA | KICK PLATE | 8400 10" X 2" LDW B4E CS | IVE |
| E. | 1 EA | WALL STOP | WS406/407CVX | IVE |
| F. | FUNCTION: L9496 Privacy With "OCCUPIED" Indicator | | | |
| G. | Lever retracts latchbolt from either side. Deadbolt thrown or retracted by key outside (retraction by key required in the event of an emergency) or inside thumbturn. Throwing deadbolt locks outside lever and displays "OCCUPIED" plate. Rotating inside lever simultaneously retracts both deadbolt and latchbolt and unlocks outside lever. | | | |

3.07 HW SET: #2, DOOR 100

- | | | | | |
|----|------|----------------------|---|-----|
| A. | 1 EA | CONT. HINGE | 112HD EPT | IVE |
| B. | 1 EA | POWER TRANSFER | EPT10 (Verify existing) | VON |
| C. | 1 EA | PANIC HARDWARE | LX-CD-99-NL-OP | VON |
| D. | 2 EA | INTERCHANGEABLE CORE | CYLINDER AS REQUIRED | SCH |
| E. | 1 EA | 90 DEG OFFSET PULL | 8190 10" | IVE |
| F. | 1 EA | OH STOP | 100S | GLY |
| G. | 1 EA | SURF. AUTO OPERATOR | 4642 or equal (Verify if compatible) | LCN |
| H. | 2 EA | ACTUATOR | 8310-856 / 8310-818 or equal
(Verify existing Actuator Unit) | LCN |
| I. | 1 EA | WEATHERSTRIP | BY DR/FR SUPPLIER | |
| J. | 1 EA | DOOR SWEEP (BRUSH) | 8192 | ZER |

- K. 1 EA THRESHOLD PROFILE AS REQUIRED ZER
- L. 1 EA RAIN DRIP 142 ZER
- M. FUNCTION: (NL) Latchbolt retracted inside by exit device push pad and outside by key in cylinder. Door locks when key is removed and door is closed. Access from exterior when exit device push pad is dogged down.
- N. This door has a power operator. Wall plate actuators are wired in series with the LX switch in the panic device. When device is dogged down, the wall plate actuators are active. When the device is not dogged down (locked) the wall plate actuators are inactive.

3.08 HW SET: #2A - ALTERNATE #1, DOOR 100

- A. IN ADDITION TO HARDWARE ABOVE, PROVIDE THE FOLLOWING
- B. CREDENTIAL READER (BY OTHERS)
- C. 1 EA DOOR CONTACT 679 SERIES SCE
- D. 1 EA POWER SUPPLY PS902 900-4R SCE
- E. 1 EA WIRING DIAGRAMS RISER & POINT-TO-POINT (BY HARDWARE SUPPLIER)
- F. FUNCTION: L9092EU Electrically Unlocked
- G. Outside lever unlocked by 24V AC or DC. Latchbolt retracted by key outside or lever inside. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever always free for immediate exit. Valid credential unlocks door.

3.09 HW SET: 3, DOOR 103

- A. 1 EA CONT. HINGE 112HD EPT IVE
- B. 1 EA STOREROOM LOCK L9080
- SCH
- C. 1 EA SURFACE CLOSER SC71 / SC71 HDPA
- FAL
- D. 1 EA OH STOP 90S GLY
- E. 1 EA KICK PLATE 8400 10" X 2" LDW B4E CS IVE
- F. FUNCTION: L9080 (F07) Storeroom Lock
- G. Latchbolt retracted by key outside or by lever inside. Outside lever always inoperative. Auxiliary latch deadlocks latchbolt when door is closed.

3.10 HW SET: 3-A, ALTERNATE #1, DOOR 103

- A. IN ADDITION TO HARDWARE ABOVE, PROVIDE THE FOLLOWING
- B. CREDENTIAL READER (BY OTHERS)
- C. 1 EA DOOR CONTACT 679 SERIES SCE
- D. 1 EA POWER SUPPLY PS902 900-4R SCE
- E. 1 EA WIRING DIAGRAMS RISER & POINT-TO-POINT (BY HARDWARE SUPPLIER)
- F. FUNCTION: L9092EU Electrically Unlocked
- G. Outside lever unlocked by 24V AC or DC. Latchbolt retracted by key outside or lever inside. Auxiliary latch deadlocks latchbolt when door is closed. Inside lever always free for immediate exit. Valid credential unlocks door.

END OF SECTION

SECTION 08 8000

GLAZING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Glass.
- B. Glazing compounds and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 9005 - Joint Sealers: Sealant and back-up material.
- B. Section 08 4313 - Aluminum-Framed Storefronts: Glazing furnished by storefront manufacturer.
- C. Section 08 5113 - Aluminum Windows: Glazing furnished by window manufacturer.

1.03 REFERENCE STANDARDS

- A. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2011).
- B. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- C. ASTM C1036 - Standard Specification for Flat Glass; 2011.
- D. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- F. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2010.
- G. GANA (SM) - GANA Sealant Manual; 2008.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data on Glazing Compounds: Provide chemical, functional, and environmental characteristics, limitations, special application requirements. Identify available colors.

1.05 QUALITY ASSURANCE

- A. Perform Work in accordance with GANA Glazing Manual and FGMA Sealant Manual for glazing installation methods.

1.06 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 50 degrees F.
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Sealed Insulating Glass Units: Provide a five (5) year warranty to include coverage for seal failure, interpane dusting or misting, including replacement of failed units.
- C. Laminated Glass: Provide a five (5) year warranty to include coverage for delamination, including replacement of failed units.

PART 2 PRODUCTS

2.01 INSULATING GLASS UNITS

- A. Type IG-1 - Sealed Insulating Glass Units: Vision glass, double glazed.
 - 1. Application: storefront and doors.
 - 2. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.

- b. Coating: Low-E (passive type), on #2 surface.
 - 3. Inboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - 4. Total Thickness: 1 inch.
 - 5. Total Visible Light Transmittance: 47 percent, nominal.
 - 6. Total Solar Heat Gain Coefficient: 51 percent, nominal.
- B. Type IG-2 - Sealed Insulating Glass Units: Vision glass, double glazed.
 - 1. Application: all exterior glass application other than storefront & doors.
 - 2. Outboard Lite: Annealed float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Low-E (passive type), on #2 surface.
 - 3. Inboard Lite: Annealed float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - 4. Total Thickness: 1 inch.
 - 5. Total Visible Light Transmittance: 47 percent, nominal.
 - 6. Total Solar Heat Gain Coefficient: 51 percent, nominal.

2.02 GLASS MATERIALS

- A. Float Glass Manufacturers:
 - 1. Pilkington North America Inc: www.pilkington.com/na.
 - 2. PPG Industries, Inc: www.ppgideascape.com.
 - 3. Old Castle Glass: www.oldcastleglass.com
 - 4. Viracon, Inc.: www.viracon.com.
- B. Float Glass: Provide float glass based glazing unless noted otherwise.
 - 1. Annealed Type: ASTM C1036, Type I - Transparent Flat, Class 1 - Clear, Quality-Q3.
 - 2. Heat-Strengthened and Fully Tempered Types: ASTM C1048, Kind HS and Kind FT.
 - 3. Tinted Types: ASTM C1036, Class 2 - Tinted, color and performance characteristics as indicated.
 - 4. Thicknesses: As indicated; for exterior glazing comply with requirements indicated for wind load design regardless of thickness indicated.
- C. Tinted Glass : Float type, Low E, heat strengthened, color to be selected by Architect
 - 1. Light transmittance of _____ percent, shading coefficient of _____.
 - 2. Comply with ASTM C 1036, Type I, transparent flat, Class 2, Quality Q3 (glazing select).
 - 3. Comply with ASTM C 1048.
- D. Low E Glass : Float type, heat strengthened, clear.
 - 1. Coating on inner surface.

2.03 SEALED INSULATING GLASS UNITS

- A. Manufacturers:
 - 1. Any of the manufacturers specified for float glass.
- B. Sealed Insulating Glass Units: Types as indicated.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 - 2. Edge Spacers: Aluminum, bent and soldered corners.
 - 3. Edge Seal: Glass to elastomer with supplementary silicone sealant.
 - 4. Purge interpane space with dry hermetic air.
- C. Insulated Glass Units : Double pane with glass to elastomer edge seal.
 - 1. Durability: Certified by an independent testing agency to comply with ASTM E 2190.
 - 2. Purge interpane space with dry hermetic air.

2.04 GLAZING COMPOUNDS

- A. Manufacturers:
 - 1. Bostik Inc: www.bostik-us.com.
 - 2. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.

3. Pecora Corporation: www.pecora.com.
 4. BASF Construction Chemicals-Building Systems: www.buildingsystems.basf.com.
- B. Butyl Sealant: Single component ASTM C 920, Grade NS, Class 12-1/2, Uses M and A; Shore A hardness of 10 to 20; black color.
 - C. Acrylic Sealant: Single component, solvent curing, non-bleeding; ASTM C 920, Type S, Grade NS, Class 12-1/2, Uses M and A; cured Shore A hardness of 15 to 25; black color.
 - D. Polysulfide Sealant: Two component; chemical curing, non-sagging type ASTM C 920, Type M, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; black color as selected.
 - E. Polyurethane Sealant: Single component, chemical curing, non-staining, non-bleeding ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 20 to 35; color as selected.
 - F. Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; non-bleeding, non-staining ASTM C 920, Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; color as selected.

2.05 GLAZING ACCESSORIES

- A. Setting Blocks: Neoprene, 80 to 90 Shore A durometer hardness; ASTM C864 Option II. Length of 0.1 inch for each square foot of glazing or minimum 4 inch x width of glazing rabbet space minus 1/16 inch x height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch long x one half the height of the glazing stop x thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; hardness range of 5 to 30 cured Shore A durometer; coiled on release paper; black color.
- D. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot ASTM C 864 Option I;; black color.
- E. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that openings for glazing are correctly sized and within tolerance.
- B. Verify that surfaces of glazing channels or recesses are clean, free of obstructions that may impede moisture movement, weeps are clear, and ready to receive glazing.

3.02 PREPARATION

- A. Clean contact surfaces with solvent and wipe dry.
- B. Seal porous glazing channels or recesses with substrate compatible primer or sealer.
- C. Prime surfaces scheduled to receive sealant.
- D. Install sealants in accordance with ASTM C1193 and GANA Sealant Manual.
- E. Install sealants in accordance with manufacturer's instructions.

3.03 INSTALLATION - EXTERIOR/INTERIOR DRY METHOD (GASKET GLAZING)

- A. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- B. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- C. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

3.04 INSTALLATION - INTERIOR DRY METHOD (TAPE AND TAPE)

- A. Cut glazing tape to length and set against permanent stops, projecting 1/16 inch above sight line.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch from corners.
- C. Rest glazing on setting blocks and push against tape for full contact at perimeter of pane or unit.
- D. Place glazing tape on free perimeter of glazing in same manner described above.
- E. Install removable stop without displacement of tape. Exert pressure on tape for full continuous contact.
- F. Knife trim protruding tape.

3.05 FIELD QUALITY CONTROL

- A. Glass and Glazing product manufacturers to provide field surveillance of the installation of their products.
- B. Monitor and report installation procedures and unacceptable conditions.

3.06 CLEANING

- A. Remove glazing materials from finish surfaces.
- B. Remove labels after Work is complete.
- C. Clean glass and adjacent surfaces.

3.07 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.

END OF SECTION

SECTION 09 2116
GYPSON BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.
- E. Water-resistive barrier over exterior wall sheathing.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Building framing and sheathing.
- B. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- C. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- D. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- E. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- F. 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; 2014.
- G. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- H. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- I. GA-216 - Application and Finishing of Gypsum Board; 2013.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- C. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.05 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 GYPSON BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. Clarkwestern Dietrich Building Systems LLC: www.clarkdietrich.com.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf.
 - 1. Exception: The minimum metal thickness and section properties requirements of ASTM C645 are waived provided steel of 40 ksi minimum yield strength is used, the metal is continuously dimpled, the effective thickness is at least twice the base metal thickness, and maximum stud heights are determined by testing in accordance with ASTM E72 using assemblies specified by ASTM C754.
 - 2. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 3. Runners: U shaped, sized to match studs.
 - 4. Furring: Hat-shaped sections, minimum depth of 7/8 inch.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company: www.americangypsum.com.
 - 2. National Gypsum Company: www.nationalgypsum.com.
 - 3. USG Corporation: www.usg.com.
 - 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. 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. Thickness:
 - a. Vertical Surfaces: 5/8 inch. as indicated
 - b. Ceilings: 5/8 inch.

2.04 ACCESSORIES

- A. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- B. Finishing Accessories: ASTM C1047, galvanized steel or rolled zinc, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
 - 3. Products:
 - a. Same manufacturer as framing materials.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 2. Ready-mixed vinyl-based joint compound.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion resistant.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs as indicated.
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.

- C. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches on center.
- D. Blocking: Install wood blocking for support of:
 - 1. Framed openings.

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 Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of non-rated double-layer assemblies, which may be installed by means of adhesive lamination.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as follows:
 - 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, bedded with ready-mixed vinyl-based joint compound and finished with ready-mixed vinyl-based joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 2. Level 1: Fire rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch.

3.06 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 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Non-metallic roofing and flashing.
 - 6. Stainless steel, anodized aluminum, bronze, terne, and lead items.
 - 7. Floors, unless specifically so indicated.
 - 8. Ceramic and other tiles.
 - 9. Brick, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 10. Glass.
 - 11. Acoustical materials, unless specifically so indicated.
 - 12. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2016.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all 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.
- 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, discuss sheen options with Architect before preparing samples, to eliminate sheens definitely not required.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Coatings: 1 gallon of each color; store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.

- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 3 years experience.

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the 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 all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Provide all paint and coating products from the same manufacturer to the greatest extent possible.
- C. Paints:
 - 1. Sherwin-Williams Company: www.sherwin-williams.com.
 - 2. Approved equal.
- D. Stains:
 - 1. Sherwin-Williams Company: www.sherwin-williams.com.
- E. Primer Sealers: Same manufacturer as top coats.
- F. Block Fillers: Same manufacturer as top coats.
- G. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
 - 1. Concrete Masonry: Interior/Exterior Latex Block Filler; MPI #4.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.

2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: To be selected from manufacturer's full range of available colors.
1. Selection to be made by Architect after award of contract.
 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.

2.03 PAINT SYSTEMS - EXTERIOR

2.04 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete, concrete masonry, brick, wood, plaster, uncoated steel, shop primed steel, galvanized steel, and aluminum.
1. Two top coats and one coat primer.
 2. Top Coat(s): Interior Latex; MPI #43, 44, 52, 53, 54, 114.
 3. Eggshell: MPI gloss level 3; use this sheen at _____.
 4. Semi-Gloss: MPI gloss level 5; use this sheen at _____.
 5. Primer(s): As recommended by manufacturer of top coats.
- B. Paint I-OP-MD-WC - Medium Duty Vertical/Overhead: Including gypsum board, plaster, concrete, concrete masonry, uncoated steel, shop primed steel, and galvanized steel.
1. Two top coats and one coat primer.
 2. Top Coat Product(s):
 - a. Sherwin-Williams ProMar 200 Zero VOC Latex. (MPI #144)
 - b. Sherwin-Williams ProMar 200 Waterbased Acrylic-Alkyd. (MPI #48)
 3. Primer(s): As recommended by manufacturer of top coats.
- C. Wood, Opaque, Alkyd, 2 Coat:
1. One coat of alkyd primer sealer.
 2. Flat: One coat of alkyd enamel.
- D. Wood, Opaque, Latex, 2 Coat:
1. One coat of latex primer sealer.
 2. Eggshell: One coat of latex enamel.
 3. Flat: One coat of latex enamel.
- E. Wood, Transparent, Varnish, Stain:
1. One coat of stain.
 2. One coat sealer.
 3. Satin: One coat of varnish.
- F. Paint CI-OP-3A - Concrete/Masonry, Opaque, Alkyd, 3 Coat:
1. One coat of block filler.
 2. Semi-gloss: Two coats of alkyd enamel.
- G. Gypsum Board/Plaster, Latex, 3 Coat:
1. One coat of alkyd primer sealer.
 2. Semi-gloss: Two coats of latex enamel.
 3. Eggshell: Two coats of latex enamel.
 4. Flat: Two coats of latex enamel.
- H. Gypsum Board/Plaster, Latex-Acrylic, 2 Coat:
1. One coat of alkyd primer sealer.
 2. Semi-gloss: One coat of latex-acrylic enamel.
 3. Eggshell: One coat of latex-acrylic enamel.
 4. Flat: One coat of latex-acrylic enamel.

2.05 ACCESSORY MATERIALS

- A. Accessory Materials: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required to achieve the finishes specified whether specifically indicated or not; commercial quality.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. Test shop-applied primer for compatibility with subsequent cover materials.
- D. 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 Unit Masonry: 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 coating 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. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete and Unit Masonry Surfaces to be Painted: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.
- G. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- H. Plaster Surfaces to be Painted: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- I. Galvanized Surfaces to be Painted: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- J. Corroded Steel and Iron Surfaces to be Painted: Prepare using at least SSPC-SP 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).
- K. Uncorroded Uncoated Steel and Iron Surfaces to be Painted: Remove grease, mill scale, weld splatter, dirt, and rust. Where heavy coatings of scale are evident, remove by hand or power tool wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint entire surface; spot prime after repairs.
- L. Shop-Primed Steel Surfaces to be Finish Painted: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.

- M. Interior 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.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. 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 finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Under-lavatory pipe supply covers.
- C. Grab bars.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000: Concealed supports for accessories, including in wall framing and plates.

1.03 REFERENCE STANDARDS

- A. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2015.
- B. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the work with the placement of internal wall reinforcement, concealed ceiling supports, and reinforcement of toilet partitions to receive anchor attachments.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit data on accessories describing size, finish, details of function, and attachment methods.
- C. Samples: Submit two samples of each accessory, illustrating color and finish.
- D. Manufacturer's Installation Instructions: Indicate special procedures and conditions requiring special attention.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Products listed are made by Bobrick.
- B. Commercial Toilet, Shower, and Bath Accessories:
 - 1. Bradley Corporation: www.bradleycorp.com.
 - 2. Substitutions: Section 01 6000 - Product Requirements.
- C. Under-Lavatory Pipe Supply Covers:
 - 1. Plumberex Specialty Products, Inc: www.plumberex.com/#sle.
 - 2. Substitutions: Section 01 6000 - Product Requirements.
- D. 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. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- D. Adhesive: Two component epoxy type, waterproof.
- E. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.
- F. Expansion Shields: Fiber, lead, or rubber as recommended by accessory manufacturer for component and substrate.

2.03 FINISHES

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

2.04 COMMERCIAL TOILET ACCESSORIES

- A. Grab Bars: Stainless steel, 1-1/2 inches outside diameter, minimum 0.05 inch wall thickness, nonslip grasping surface finish, concealed flange mounting; 1-1/2 inches clearance between wall and inside of grab bar.
 - 1. Length and configuration: As indicated on ADA requirements Sht.G1.2 Lengths of 36", 42", & 18"..
- B. Underlavatory guards
 - 1. 1/8" pliable PVC shell finish soft guard
 - 2. ADA 4.19.4, ICC/ansi A117.1 (sec 606.6). Protects wheel chair users from cuts, burns and abrasions. PVC base insulation material tested in accordance with testing standard ASTM E 84-07 with a 25 Flame Spread / 450 smoke index.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify exact location of accessories for installation.
- C. Verify that field measurements are as indicated on drawings.

3.02 PREPARATION

- A. Deliver inserts and rough-in frames to site for timely installation.
- B. Provide templates and rough-in measurements as required.

3.03 INSTALLATION

- A. Install accessories in accordance with manufacturers' instructions in locations indicated on the drawings.
- B. Install plumb and level, securely and rigidly anchored to substrate.
- C. Mounting Heights: As required by accessibility regulations, unless otherwise indicated and as indicated on drawings.
 - 1. Grab Bars: As indicated on drawings.
- D. Mounting Heights and Locations: as indicated on drawings

END OF SECTION