



Phase 1 - Multi-Purpose Building

Newton Church of the Way

OWNER:

The Newton Church of the Way
2306 S 3rd Ave E
Newton, Iowa 50208

CIVIL ENGINEERING:

Snyder & Associates Inc.
2727 SW Snyder Boulevard
Ankeny, Iowa 50023
515.964.2020
kmarsh@snyder-associates.com

ARCHITECT

CONNECT Architecture & Design P.C.
901 Thomas Beck Road, STE 301
Des Moines, Iowa 50315
515.276.4454
dan@connect-arch.com

STRUCTURAL ENGINEERING

Tometch Engineering, Inc
10501 Buena Vista Court
Urbandale, Iowa 50322
515.280.8022
bth@tometchengineering.com

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DOCUMENT 00 11 00 - ADVERTISEMENT FOR BIDS

1.1 GENERAL

- A. Project Description: A new 9,632 sf pre-engineered metal building for multi-purpose use to be located at 2306 South 3rd Ave, Newton, Iowa.
- B. Electronic Bidding documents may be obtained after June 1, 2025, by contacting Iowa Reprographics, 3 College Ave, Suite 3, Des Moines, Iowa, 515-244-5705, or www.iowarepro.com. Printed documents are not provided but may be purchased at bidder's expense by contacting Iowa Reprographics at plans@iowarepro.com.
- C. Bid Basis: Multiple prime proposals will be received on a stipulated sum basis. Review Section 01 12 00 – Multiple Contract Summary for description of contract packages.
- D. Receipt of Bids: Owner will receive Bids at the Owner's office, 2306 S 3rd Ave E, Newton, IA 50208, on June 17, 2025, by 2:00 PM local time.
- E. Bid Opening: Bids will be opened publicly after the time set for submittal.
- F. Irrevocability: Bids may not be withdrawn for 60 days after submittal.

1.2 INSTRUCTIONS TO BIDDERS

- A. American Institute of Architects (AIA) Document A701-2018, Instructions to Bidders, is incorporated into the Bidding Documents by reference.

1.3 BIDDING DOCUMENTS

- A. Bidders may obtain Bidding Documents in PDF format from the Design Professional.

1.4 BIDDER QUALIFICATIONS

- A. If requested following the receipt of bid proposals and within three days, Bidders shall submit an executed copy of AIA Document A305, Contractor's Qualification Statement, latest edition.

1.5 PRE-BID CONFERENCE

- A. The pre-bid conference will be held at the project site on June 3rd, 2025, at 3:30 PM local time.
- B. Bidders and sub-bidders are invited to attend.
- C. Representatives of the Owner and Design Professional will be in attendance.
- D. Bidders will be available to examine the project site at the pre-bid meeting.

1.6 FORM OF OWNER/CONTRACTOR AGREEMENT

- A. American Institute of Architects (AIA) Document A101 – 2017 - Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment is a Stipulated Sum.

END OF DOCUMENT

DOCUMENT 00 41 00 - BID FORM

BIDDER _____

CONTRACT _____ **FOR** _____

1.1 ACKNOWLEDGEMENTS

- A. Bidder accepts the provisions of the Bidding Documents.
- B. The bidder will enter into a contract with the Owner for this work within 10 days of being notified of the acceptance of this Bid.
- C. Bidder will complete the Work in accordance with the Bidding Documents dated May 20, 2025.
- D. Bidder has received the following Addenda:

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

B. BASE BID OFFER

- A. The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by the Consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the project named above, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

Dollars (_____)

1.2 CONTRACT CHANGES

- A. The markup for Overhead and Profit on Changes in the Work, as described in Article 7 of the General Conditions, will be as follows:
 - 1. On work ADDED to the Project, the Total Cost for the change will be the Net Cost plus a percentage for Overhead and Profit markup as follows:
 - a. _____ Percent of the Net Cost of Added Work performed by our forces.
 - b. _____ Percent of the Net Cost of Added Work performed by any subcontractor(s).
 - 2. On work OMITTED from the Project, our Total Credit to the Owner will be the Net Cost plus:
 - a. _____ Percent of the Net Cost of the Omitted Work.

1.3 TIME FOR THE PERFORMANCE OF THIS CONTRACT

A. Bidder estimates that the work for this bid proposal will take the following dates to complete:

Calendar Days (_____)

Submitted by:

Firm Name: _____ By: _____

Street Address: _____ Signature: _____

City, State, and Zip Code: _____ Title: _____

Telephone: _____

Bidder is a (corporation) (partnership) (sole proprietorship)

END OF DOCUMENT

SECTION 00 80 00 SUPPLEMENTARY CONDITIONS OF THE CONTRACT

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

ARTICLE 1 - GENERAL PROVISIONS

Add the following to 1.1 – Basic Definitions:

1.1.9 Final Completion: The complete and exact compliance with the provisions and requirements expressed or implied in the Contract Documents.

1.1.10 Best: the first or highest grade or quality of material or work specified.

1.1.11 Surety: The person, firm, or corporation that has executed as Surety the Contractor's Performance Bond, securing the performance of the work within the Contract and the Labor and Material Payment Bond securing payment of all obligations.

Add the following to 1.2.1 – Correlation and Intent of the Contract Documents:

1.2.1.2 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 Modifications
- .2 The Agreement
- .3 Addenda, with those of later date having precedence over those of earlier date
- .4 The Supplementary Conditions
- .5 The General Conditions of the Contract for Construction
- .6 Division 1 of the Specifications
- .7 Drawings and Divisions 2--49 of the Specifications
- .8 Other documents enumerated in the Agreement part of the Contract Documents

1.2.1.3 In the case of conflicts or discrepancies between Drawings and Divisions 2-49 of the Specifications, or within or among the Contract Documents and not clarified by Addendum, the Architect will determine which takes precedence per Sections 4.2.11, 4.2.12, and 4.2.13.

1.2.4 The proper execution of each Contractor's work will depend on the proper execution of other contractors' work. Each Contractor shall inspect and promptly report to the Architect any defects or omissions found in work already in place that may render it unsuitable for their work to be properly executed. Failure to inspect and report shall constitute acceptable site conditions for executing their own work.

ARTICLE 2 - OWNER

Add the following to 2.3.6 – Information and Services Required of the Owner:

2.3.6.1 The Contract Documents shall be provided in PDF format during bidding. The Contractor shall cover the costs for printing the Drawings and Specifications, including postage and handling if applicable, during the construction phase.

ARTICLE 3 - CONTRACTOR

Add the following to 3.2 – Review of Contract Document and Field Conditions by Contractor:

3.2.2.1 If the contractor discovers discrepancies or omissions in the Contract Documents or doubts their meaning, they shall immediately notify the Architect, who will send a written interpretation. This provision is intended to cover matters that may be obscure, indefinite, or in conflict where the cost of the work is affected. No decision shall be given when a standard is established, and work is required to meet that standard, or where the right of approval, selection, or interpretation is reserved to the Architect to be exercised during the progress of the work. All explanations, interpretations, and instructions before the contract is signed shall be in writing, and unless they are expressed in the contract, they will not be binding. No verbal statements by any representative of the Owner, Contractor, Architect, or anyone connected with the Project will be binding in any way.

Add the following to 3.3 – Supervision and Construction Procedures:

3.3.2.1 The Contractors shall inform themselves of the conditions under which the work is to be performed at the site, the structure of the ground, the obstacles that may be encountered, and all other relevant matters concerning the work to be performed. The Contractors shall not be allowed any extra compensation because of any matter or thing concerning which the Contractor might have fully informed themselves because of their failure to have so informed themselves before bidding.

3.3.4 The Contractor shall hire skilled personnel to properly and diligently execute the work and shall use its best efforts to maintain labor peace for the duration of the Project. In a labor dispute, the Contractor shall not be entitled to any increase in the Contract Sum.

Add the following to 3.4 - Labor and Materials:

3.4.2.1 After the Contract has been executed, the Architect will consider requests submitted by the Contractor to substitute products in place of those specified only under the conditions outlined in Division 1 of the Specifications.

3.4.2.2. By making requests for substitutions, the Contractor:

- .1 represents that it has personally investigated the proposed substitute product and determined that it is equal to or superior in all respects to that specified.
- .2 represents that it will provide the same warranty for the substitution as it would have for the specified product.
- .3 certifies that the cost data presented is complete and includes all related costs for the substituted product and Work that must be changed because of the substitution, except for the Architect's redesign costs, and waives all claims for additional costs related to the substitution that become apparent.
- .4 shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

3.4.2.3 The Owner shall be entitled to reimbursement from the Contractor for the amount paid to the Architect for reviewing the Contractor's proposed substitutions and making agreed-upon changes in the Drawings and Specifications resulting from such substitutions.

3.4.4 Whenever in any of the Contract Documents an article, material, or equipment is defined by describing a proprietary product or using the name of a manufacturer or vendor, the term "equal," if not inserted, shall be implied. The specified article, material, or equipment mentioned shall indicate the type, function, minimum standard of design, efficiency, and quality desired. It shall not be construed in such a manner as to exclude the manufacturer's products of comparable quality, design, and efficiency. The Contractor shall comply with the requirements of the Contract Documents relative to the Owner's approval of materials and equipment before they are incorporated into the Work.

Add the following to 3.5 - Warranty:

3.5.3 In the case of work performed by Subcontractors and where guarantees are required, secure warranties from Subcontractors addressed to and in favor of the Owner, upon completion of work, deliver copies of same to the Architect.

Add the following to 3.6 - Taxes:

3.6.1. By statutory authority, the Contractors for this work shall pay the "Iowa Retail Sales Tax" and the "Iowa Use Tax" on all materials used to fulfill this contract. A sales tax exemption certificate will be provided to each contractor for use when purchasing materials for the Project.

Add the following to 3.7 – Permits, Fees, Notices, and Compliance with Laws

3.7.4 The Contractor shall make an application for, obtain, and pay for all necessary local permits, inspection fees, etc., for all work covered by the Contract Documents. The Owner shall secure the building permit from the City of Newton.

Add the following to 3.9 - Superintendent:

3.9.1.1 The approved Superintendent will work in this position until the Work is completed unless he no longer works for the Contractor or is released at the request of the Architect or Owner.

3.9.4 The Superintendent or Superintendents shall be thoroughly competent and have full experience in all phases of the work under this Contract. The Superintendent or Superintendents proposed shall not have less than five (5) consecutive prior years' experience in full charge of every type of work required herein, and such experience shall be confirmed by submitted proof or satisfactory performance as may be directed by the Owner's Representative. Anyone not deemed capable of directing all trades involved in the work shall be replaced or supplemented immediately upon request by someone who is satisfactory. After a satisfactory Superintendent has been assigned, they shall not be withdrawn without the consent of the Architect and/or Owner

3.9.5 Superintendent Qualification: The Contractor may be asked to submit full qualification data for approval to the Architect and Owner for the Superintendent they wish to place in charge of the Work and obtain approval from said Superintendent before starting work. Such qualification data shall be submitted one week before the scheduled site work.

Add the following to 3.10 – Contractor's Construction and Submittal Schedules:

3.10.2.1 Each Contractor shall schedule their work to cause minimum interference with the progress of other Contractors.

3.10.4 The Contractor shall furnish information concerning the Work. This information will include, but not be limited to, the following:

- .1 Daily: Manpower by craft
- .2 Weekly: Two-week look-ahead schedule update, including delivery requirements and status of materials.
- .3 Monthly: Written report including schedule update and cost information.

Add the following to 3.12 – Shop Drawings, Product Data, and Samples:

3.12.9.1 Submittals shall be in electronic PDF format, identified with the following information:

- .1 Name and address of Project
- .2 Name of Owner
- .3 Architect
- .4 Division and Section of specifications for which the Drawing is submitted.
- .5 Contractor's name and date
- .6 Subcontractor's name and date
- .7 Notation of all required field dimensions.
- .8 Contractor's Approval Stamp bearing the review and approval

3.12.11 The Architect's review of the Contractor's submittals will be limited to examining an initial submittal and two resubmittals. The Owner is entitled to obtain reimbursement from the Contractor for amounts paid to the Architect for evaluating additional resubmittals beyond three submittals.

Add the following to 3.14 – Cutting and Patching:

3.14.3 In addition to such cutting, flitting, or patching that may be necessary to fit the several parts of this or other contractor's or subcontractor's work together, any cutting, fitting, or patching of work in a place that may be required will be at the expense of the contractor concerned. The Contractor shall determine and be responsible for the proper location and character of all inserts for hangers, holes, chases, and other openings in the construction and shall give the other Interested contractors due and proper notification. Any cutting, fitting, repairing, patching, etc. required, whether of work in place of executing the initial installation, must be done by craftsmen especially skilled in their respective trades.

Add the following to 3.18 – Indemnification:

3.18.3 Any Limitation of Liability clause defined in the Owner/Architect Agreement is incorporated herein by reference into this Owner/Contractor agreement. This limitation cap shall also apply to the contracts with all subcontractors on this project.

ARTICLE 4 - ARCHITECT

Add the following to 4.2.2 – Administration of the Contract:

4.2.2.1 The Owner is entitled to reimbursement from the Contractor for the amount paid to the Architect for site visits made necessary by defects and deficiencies in the Work by the Contractor.

Add the following to 4.2.7 – Communications:

4.2.7.1 The Architect's review period for any submittal will never be less than 7 days after receipt from the Contractor.

4.2.14.1 Contractor's requests for information shall be prepared and submitted per Division 1 sections on the form included in the Contract Documents. The Architect will return without action requests for information that does not conform to the requirements of the Contract Documents.

ARTICLE 5 - SUBCONTRACTORS

Add the following to 5.2.1 – Award of Subcontracts and Other Contracts for Portions of the Work:

.1 Not later than 60 days after the date of commencement of the Work, the Contractor shall furnish in writing to the Owner and Architect the names of persons or entities proposed as manufacturers or fabricators for certain products, equipment, and systems identified in the Specifications and, where applicable, the name of the installing Subcontractor.

ARTICLE 6 – TIME

Add the following to 6.4 – Completion Time:

6.4 The Contractor shall provide an accurate time of completion. If requested at Bidding, all time required for seasonal completion of the Site Work should be reflected in the number of days indicated on the Form of Proposal.

ARTICLE 7 - CHANGES IN THE WORK

Add the following to 7.2 – Change Orders:

7.2.2 No claim for an addition to the maximum Contract sum shall be considered valid unless a written change order procedure is followed as outlined in this Article. Verbal authorization for changes must be supported by written approval before being considered for approval.

7.2.3 The combined overhead and profit included in the total cost to the Owner for a change in the Work shall be based on the amounts provided on the Form of Bid.

7.2.4. To facilitate checking quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization, including subcontracts, of costs for quantities of materials, labor, and markups. No change involving over One Thousand Dollars (\$1,000) will be considered without such itemization provided for review.

ARTICLE 8 - TIME

Add the following to 8.2 – Progress and Completion:

8.2.4 No liquidated damages shall be assessed for each day of delay past the scheduled date for Substantial Completion.

ARTICLE 9 - PAYMENTS AND COMPLETION

Add the following to 9.3 – Applications for Payment:

9.3.1.3 Retainage: On or about the fifteenth day of each calendar month, the Owner will make partial payment to the Contractor for work performed in the preceding month on an application certified by the Contractor and the Architect. The amount paid will be 95% of the completed portions of completed work less the aggregate of previous payments. No payment for materials stored on the site or incomplete portions of line items will be allowed.

9.3.1.4 Lien Waivers: Applications shall include lien waivers from the Contractor, Subcontractors, and material suppliers to substantiate the dispersal of the previous month's progress payment.

Add the following to 9.5 – Decisions to Withhold Certification:

- .8 Service work not attended to.
- .9 Evidence of lack of careful workmanship.
- .10 Un-workmanlike or over expeditious constructions.
- .11 Lack of attention to the special field duties specified.

Add the following to 9.6 – Progress Payments:

9.6.9 Until final payment, the Owner will retain 5% (five percent) of the amount due the Contractor on progress payments.

Add the following to 9.8 – Substantial Completion:

9.8.1.1 Each prime contractor is responsible for notifying the Owner in writing when it is ready for final inspection. This notice should include an approximate date after which the contractor will be ready for final inspection. The Owner will issue a Certificate of Substantial Completion based on an inspection that the work is substantially complete,

9.8.3.1 The Architect will perform no more than two inspections to determine whether the Work or a designated portion has attained Final Completion per the Contract Documents. The Owner is entitled to reimbursement from the Contractor for amounts paid to the Architect for additional inspections.

Add the following to 9.10 – Final Completion and Final Payment:

9.10.2.1 The Contractor shall provide the following documents under the applicable project category. The final application for payment will not be approved for payment by the Architect until the following list of documents is provided to the Owner in electronic format:

- .1 Contractor's Statement of Warranty.
- .2 Punch list items are completed and approved by the Owner.
- .3 As built, redline drawings of the building, utilities, and appurtenances.
- .4 Concrete material placement tests that were taken during construction.
- .5 Proper sales and use of tax reports, if applicable.

9.10.2.2 The Contractor shall provide Project Record Documents. Operation and Maintenance Manuals, instructions for the owner's personnel, final cleaning, and other closeout procedures are specified elsewhere.

Add the following to 9.10 – Final Completion and Final Payment:

9.10.6 No assignment by the Contractor of any principal contract or any part thereof, or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the written approval of the Owner, and the Surety has been given due notice of such assignment and has furnished written consent thereto. In addition to the usual recitals in the Assignment Contract, the following language must be set forth:

"It is agreed that the funds to be paid to the Assignee under this Assignment are Subject to prior lien for services rendered on materials supplied for the performance of all work called for in the said contract, in favor of all persons, firms or corporations rendering such services supplying such materials."

9.10.7 The final payment shall be made thirty (30) days after the Owner accepts that the Project is complete.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

Add the following to 10.1 – Safety Precautions and Programs

10.1.1. Precautions shall always be exercised to protect persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated under safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

Add the following 10.2 – Injury or Damage to Person or Property

10.2.4.1 When using or storing explosives, hazardous materials or equipment, or unusual methods are necessary, the Contractor shall give the Owner reasonable advance notice.

10.2.5.1 The contractor's required remedial actions for damage and loss to property referred to in Clauses 10.2.1.2 and 10.2.1.3 shall repair the damaged materials and surfaces to their original condition, or better, to the Owner's satisfaction. Such repairs are the Contractor's responsibility and shall be accomplished at no additional cost to the Owner.

10.2.9 The Contractors shall protect the Project from damage.

.1 Water Protection: The General Contractor shall protect the excavations, trenches, and buildings from damage caused by rainwater, spring water, groundwater, backing up of drains or sewers, etc. Provide all pump equipment and enclosures to protect the Work from damage.

.2 Temporary Drainage: The General Contractor shall construct and maintain all necessary temporary drainage and pumping to keep the excavations and basement water-free.

.3 Snow and Ice: The General Contractor shall remove all snow and ice to protect the Work from damage.

.4 Bracing, Shoring, and Sheeting: Each Contractor shall provide all shoring, bracing, and sheeting required for safety and the proper execution of the Work. When the work is completed, all temporary construction shall be removed.

.5 Guard Lights: Each Contractor shall provide and maintain guard lights at all barricades, railings, obstructions in the streets, roads, or sidewalks, and all trenches or pits adjacent to public walks or roads.

.6 Weather Protection: Protect against weather, including rain, wind, storms, frost, or heat; always keep all work, materials, apparatus, and fixtures free from injury or damage. All new work likely to be damaged shall be covered and protected at the end of the day.

.7 Cold Weather: Protect all work from damage during cold weather. If low temperatures make it impossible to continue operations safely despite cold weather precautions, work shall cease after notifying the Owner.

.8 Sidewalks: Each Contractor shall protect all existing sidewalks from damage. Sidewalks shall be replaced at the Contractor's expense if unintentional damage occurs. The condition of existing sidewalks should be checked before construction commences.

.9 Other Protection: All other protective measures not mentioned above that may be required shall be furnished by the Contractor responsible for such protection.

.9 Damage: Any work damaged by a failure of any Contractor to protect as required shall be removed and replaced with new work at the Contractor's expense.

ARTICLE 11 - INSURANCE AND BONDS

Add the following to 11.1- Contractor's Insurance and Bonds

11.1.1.1 Insurance coverage shall be maintained by carriers acceptable to the Owner.

11.1.1.2 Contractor shall carry Workmen's Compensation Insurance and liability insurance in the form and with insurers satisfactory to the Owner to protect the Contractor and the Owner from any claims, demands, or expenses on account of injuries to persons and property arising out of the Work under Contract, whether such operations be by themselves or any Subcontractor or by anyone directly employed by either of them.

11.1.1.3 The Contractor shall take out and maintain during the life of the contract, such public liability, property damage, and contractor's contingent insurance as shall protect him and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amount of such insurance shall be not less than the following:

Public Liability:

Bodily and Personal Injury	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000 Per occurrence

The Contractor shall name the Owner as Additional Insured under the Contractor's General Liability and Automobile Liability policy for the duration of the Work. Provide the Owner with proof of continual insurance coverage for the duration of the Work.

11.1.1.4 The Contractor shall take out and maintain, during the life of this contract, automobile public liability insurance if any motor vehicles are engaged in the operation, within the terms of this contract, on the site of the work to be performed thereunder, covering the use of all such motor vehicles owned, rented, and non-owned. The amount of such insurance shall be not less than the following:

Automobile Liability:

Bodily and Personal Injury	\$1,000,000/\$2,000,000
Property Damage	\$1,000,000 Per Occurrence

11.1.1.5 The Contractor shall submit to the Owner, in triplicate, before any work is performed, properly executed insurance certificates and receipts showing payment in advance for all premiums on all required policies. These certificates shall provide ten days' written notice in the event of cancellation or renewal of insurance. They shall show the Owner as additional insured.

Add the following to 11.2 – Owner's Insurance

11.2.1.1 The Owner shall purchase and maintain all risk Builders Risk insurance in an amount equal to the construction cost. The Owner's Builders Risk insurance covers only building materials and equipment that become a part of the Work and does not include the Contractor's personal property, such as tools and equipment. The Contractor shall carry Special Form Property coverage on equipment, tools, and materials owned or rented in an amount to be determined by the Contractor. This insurance shall name the Contractor as an additional insured and shall include the interests of the Owner, the Contractor, subcontractors, and sub-subcontractors in the Work. Builders' Risk coverage shall be written on standard industry forms with usual policy exclusions, including, but not limited to, flood and earthquake.

Add the following 11.6 – Performance and Payment Bonds

11.6.1 The successful Contractors must qualify for and execute satisfactory performance and material payment bond in the full amount of contract price, executed on a form approved by the Architect and Owner, ensuring fulfillment of all provisions of the contract within the time limit as hereinafter noted or agreed upon, and covering all guarantees herein provided for and prompt payment of the parties furnishing materials or labor required in prosecution of the work. The Contractor will pay the premium on this bond.

11.6.2 Final inspection and acceptance of work shown by the Drawings and Specifications forming a part of the Contract shall not be binding conclusively upon the Owner if it shall subsequently appear that the Contractor has willfully or through collusion with representatives either of the Owner or Architect, employed inferior materials or workmanship or has departed from the terms of the contract. In any case, the Owner shall have the right to recover against the Contractor and their sureties all cost of such work together with such other damage as the Owner may suffer because of the Contractor's default in premises, even though final payment and acceptance had not been made.

Add the following to 11.5 Adjustment and Settlement of Insured Loss

11.5.3 Any loss insured under specified property insurance is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear. The Contractor shall pay each subcontractor a share of any insurance money received by the Contractor and, by appropriate agreement, written where legally required for validity, shall expect each subcontractor to make payments to their sub-subcontractors similarly.

11.5.4 The Owner and Contractor waive all rights against (1) each other and the subcontractors, sub-subcontractors, agents, and employees each of the other, and (2) the Architect, their consultants, and separate contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire or other perils to the extent covered by specified property insurance or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee.

11.5.5 The Owner as trustee shall have the power to adjust and settle any loss with the insurers.

11.5.6 If the Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion thereof, such occupancy or use shall not commence prior to a time mutually agreed to by the Owner and Contractor and to which the insurance company or companies providing the property insurance have consented by endorsement to the policy or policies. This insurance shall not be canceled or allowed to lapse. Account for such partial occupancy or use. The consent of the Contractor and the insurance company or companies to such occupancy or use shall not be unreasonably withheld.

11.5.7 The Contractor shall pay a \$1,000 deductible for each Claim against the Owner's Builders Risk Policy. When a loss occurs, the Contractor shall notify the Owner within three (3) working days so that a report can be made to the insurance company. A detailed written report of the loss shall be furnished to the Owner within ten (10) working days of the loss. The Owner's Builders Risk policy does not cover theft or damage to the Contractor's tools and equipment.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

Add the following Section 12.2.2 – After Substantial Completion:

12.2.2.4 Upon request by the Owner and before the expiration of one year from the date of Substantial Completion, the Architect will attend a meeting with the Owner to review the facility's operations and performance.

12.2.6 The Contractor shall guarantee all work against faulty workmanship and materials for a period of one (1) year after the date of final acceptance of the work by the Owner unless otherwise set out in the "General Requirements." The Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to the Owner, without expense to the Owner, within ten (10) days. If the Contractor fails to respond, the Owner shall make repairs or replacements and charge the Contractor the Cost.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Add the following paragraph 13.6 – Non-Discrimination:

13.6.1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post notices in conspicuous places, available to employees and applicants for employment, setting forth non-discrimination policies.

13.6.2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

Add the following paragraph 13.7 – Miscellaneous Clauses:

13.7.1 Bonds: The Contractor shall furnish and pay the premium on Bonds, as specified elsewhere, in the full amount of his Contract. The Bonds shall fully protect the Owner against loss or damage that may be occasioned by Mechanics' Liens or other Liens, or by loss or claims on account of material or labor furnished and, in addition, shall be a security for the due and faithful performance and guarantee by the contractor of all work strictly in compliance with the contract documents. Submit in duplicate before signing of the Contract by the Owner.

13.7.2 Authorization to do Business and Major Subcontractors: If required by the Owner, all "Out-of-State" Contractors will be required to submit satisfactory evidence they are authorized to do business in the State in which the project is located and that they are prepared to pay Sales and Use Tax required by the State, to the Tax Commission, as "End Consumer."

13.7.3 Tax Commission Bond: If required by the Owner, all Out-of-State Contractors and Major Subcontractors shall post a bond with the Iowa State Tax Commission for each tax year during the construction of the project, guaranteeing the payment of State Income Taxes on profit on the project. Evidence of the Tax Commission's receipt of such a bond shall be furnished. This bond shall be in the form specified by the Tax Commission.

13.7.4 Contractor's Insurance: The Contract will not be signed by the Owner and the Contractor; his Subcontractor or Sub-subcontractor will not take access to the site or proceed with the work under his Contract until certificates of Insurance acceptable to the Owner have been filed with the Owner. The certificates shall be executed on an exact copy of the sample form bound herein and contain satisfactory proof of carriage of the insurance required throughout the limits of this Contract and a provision that coverage afforded under the policies will not be canceled or expire until at least thirty (30) days prior written.

13.7.5 Coverage and details of the Contractor's insurance shall be equal to that herein stated. Acceptance or approval of the Certificate of Insurance by the Owner shall not relieve or decrease the Contractor's liability hereunder. It is understood that the Owner and the Architect do not, in any way, represent that the insurance or the limits of the insurance specified herein are adequate to protect the Contractor's Liabilities or Interests but are merely minimum acceptable coverages required.

13.8 The Owner reserves the right to enter upon premises and store or attach fixtures and furniture as they may elect without affecting the contract, provided such use of premises does not interfere with the completion of the Contractor's work. In addition, the Owner, upon certification by the Architect that the Work is substantially completed, reserves the right to occupy the premises; this action in no way implies acceptance of the Work or does it relieve the Contractor from the obligation to continue their work to completion, the Owner in occupying the building to be liable for actual damage done to the building and caused by such occupancy.

ARTICLE 14 – TERMINATION OR SUSPENSION OF THE CONTRACT

Add the following Sections to 14.4 – Termination by the Owner for Convenience:

14.4.4 The provisions of law contained in Chapter 573A of the Code of Iowa to provide for the termination of contracts for the construction of public improvements when construction or work thereon is stopped because of a national emergency shall apply to and become a part of this contract and shall be binding upon all parties hereto, including Subcontractors and Sureties upon any bond given or filed in connection therewith.

ARTICLE 15 - CLAIMS AND DISPUTES

Add the following Sections to 15.1.6 - Claims for Additional Time:

15.1.6.2 Claims for increase in the Contract Time shall outline in detail the circumstances that form the basis for the Claim, the date upon which each cause of delay began to affect the progress of the Work, the date upon which each cause of delay ceased to affect the progress of the Work and the number of

days' increase in the Contract Time claimed as a consequence of each such cause of delay. The Contractor shall provide supporting documentation as the Owner may require, including, where appropriate, a revised construction schedule indicating all the activities affected by the circumstances forming the basis of the Claim.

15.1.6.3 The Contractor shall not be entitled to a separate increase in the Contract Time for each of the causes of delay that may have concurrent or interrelated effects on the progress of the Work or for concurrent delays due to the Contractor's fault.

Add the following sentence to Section 15.1.7 - Waiver of Claims for Consequential Damages:

15.1.7.3 If, before expiration of 30 days from the date of execution for this Agreement, the Owner obtains by separate agreement and furnishes to the Contractor a similar mutual waiver of all claims from the Architect against the Contractor for consequential damages which the Architect may incur as a result of any act or omission of the Owner or Contractor, then the waiver of consequential damages by the Owner and Contractor contained in this Section 15.1.7 shall apply to claims by the Contractor against the Architect.

Add the following paragraph 15.5 – Prevailing Party:

15.5.1 In the event of any arbitration or court action conducted hereunder, the prevailing party shall be entitled to recover from the losing party all fees and expenses incurred by the prevailing party in connection with the arbitration or court action, including reasonable attorney's fees. In the case of arbitration, the arbitrator(s) shall determine which party is the prevailing party.

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

**Newton Church of the Way
Phase 1 - MultiPurpose Building**

THE OWNER:

(Name, legal status and address)

Newton Church of the Way

THE ARCHITECT:

(Name, legal status and address)

**CONNECT Architecture & Design PC
901 Thomas Beck Rd, Suite 301
Des Moines, Iowa. 50315**

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ADDITIONS AND DELETIONS:

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

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

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

Init.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 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 written protocols governing the use of, and reliance on, the information contained in the model 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 10 00 - SUMMARY

PART 1 GENERAL

1.1 SUMMARY OF PROJECT

- A. The Work of this Project is described as the construction of a new 9,632 square foot multi-purpose facility for The Newton Church of the Way, located at 2306 South 3rd Ave, Newton, Iowa.
- B. Owner Occupancy:
 - 1. The Owner will occupy the site and premises for normal operations during the entire construction period.
- C. Work Sequence: Construct the Work to accommodate the Owner's use of premises during construction.
- D. Owner's Products: Contractor shall remove, and the Owner will take possession of the following items:
 - 1. None identified.
- E. Contractor's Use of Site and Premises:
 - 1. The contractor will make full use of the site and premises to execute the Work.
- F. Prime Contracts: Owner will execute separate prime contracts for the Work.
 - 1. Refer to Section 01 12 00 – Multiple Contract Summary.
- G. Work under a separate agreement has been executed, and materials are on order:
 - 1. Pre-Engineered Metal Building
- H. Other Contracts: Owner will execute contracts for the Work, which is excluded from the Work of these Contracts. Work under the separate agreements may be executed concurrently with Work under these contracts.
 - 1. Audio Visual.
 - 2. Flooring in Room 101.
- I. Work by Owner: Owner will self-perform the following Work, which is excluded from the Work of these contracts:
 - 1. None identified.

1.2 DEFINITIONS

- A. The term "product" includes materials, systems, and equipment.
- B. The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, erection, or placement.
- C. The term "install" means to unload, unpack, assemble, erect, place, finish, protect, adjust, and clean, or similar requirements.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 12 00 - MULTIPLE CONTRACT SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes a summary of each contract, including responsibilities for coordination, temporary facilities, and controls.
- B. Related Requirements:
 - 1. Section 01 10 00 "Summary" for the Work covered by the Contract Documents, restrictions on use of the Project site, coordination with occupants, and work restrictions.

1.2 DEFINITIONS

- A. Permanent Enclosure: As determined by the Architect, the condition at which roofing is insulated and weathertight; exterior walls are insulated and weathertight; and openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.3 PROJECT COORDINATOR RESPONSIBILITIES

- A. The Owner will provide a representative to be the Project Coordinator.
- B. Project Coordinator shall perform Project coordination activities for the multiple contracts, including, but not limited to, the following:
 - 1. Provide typical overall coordination of the Work.
 - 2. Coordinate shared access to workspaces.
 - 3. Coordinate product selections for compatibility.
 - 4. Provide overall coordination of temporary facilities and controls.
 - 5. Coordinate, schedule, and approve interruptions of permanent and temporary utilities, including those necessary to make connections for temporary services.
 - 6. Coordinate the construction and operations of the Work with work performed by each Contract and the Owner's construction forces.
 - 7. Prepare coordination drawings in collaboration with each contractor to coordinate work by more than one contractor.
 - 8. Coordinate sequencing and scheduling of the Work.
 - 9. Provide quality assurance and quality-control services specified in Section 01 40 00 "Quality Requirements."
 - 10. Coordinate the sequence of activities to accommodate tests and inspections, and coordinate the schedule of tests and inspections.
 - 11. Provide information necessary to adjust, move, or relocate existing utility structures affected by construction.
 - 12. Locate existing permanent benchmarks, control points, and similar reference points, and establish permanent benchmarks on the Project site.
 - 13. Provide field surveys of in-progress construction and site work.
 - 14. Provide progress cleaning of common areas and coordinate progress cleaning of areas or pieces of equipment where more than one contractor has worked.
 - 15. Coordinate cutting and patching.
 - 16. Coordinate protection of the Work.
 - 17. Coordinate completion of interrelated punch list items.
 - 18. Coordinate the preparation of Project Record Documents if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
 - 19. Print and submit Record Documents if installations by more than one contractor are indicated on the same Contract Drawing or Shop Drawing.
 - 20. Collect the record Specification Sections from contractors, collate the Sections into numeric order, and submit a complete set.

21. Coordinate the preparation of operation and maintenance manuals if information from more than one contractor is to be integrated with information from other contractors to form one combined record.
- B. Responsibilities of the Project Coordinator for temporary facilities and controls include, but are not limited to, the following:
1. Provide a common-use field office for all personnel engaged in construction activities.

1.4 GENERAL REQUIREMENTS OF CONTRACTS

- A. Extent of Contract: Unless the Agreement contains a more specific description of the Work of each Contract, requirements indicated on Drawings and in Specification Sections determine which contract includes a specific element of Project.
1. Unless otherwise indicated, the work described in this Section for each contract shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents.
 2. Trenches and other excavations for the work of each contract shall be the work of each contract for its own work.
 3. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of each contract for its own work.
 4. Furnishing of access panels for the work of each contract shall be the work of each contract for its own work. Installation of access panels shall be the work of each contractor for its own work.
 5. Equipment pads for the work of each contract shall be the work of each contract for its own work.
 6. Roof-mounted equipment curbs for the work of each contract shall be the work of each contract for its own work.
 7. Painting for the work of each contract shall be the work of the General Construction Contract.
 8. Cutting and Patching: Each contract shall perform its own cutting; patching shall be under the General Construction Contract.
 9. Through-penetration firestopping for the work of each contract shall be provided by each contract for its own work.
- B. Substitutions: Each contractor shall cooperate with other contractors involved to coordinate approved substitutions with the remainder of the work. Each Construction Contract shall coordinate substitutions.
- C. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Section 01 50 00 "Temporary Facilities and Controls," each contractor is responsible for the following:
1. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and use charges associated with each facility, except as otherwise provided for in this Section.
 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 3. Its own field office, complete with necessary furniture, utilities, and telephone service.
 4. Its own storage and fabrication sheds.
 5. Temporary enclosures for its own construction activities.
 6. Staging and scaffolding for its own construction activities.
 7. General hoisting facilities for its own construction activities, up to 2 tons.
 8. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials.
 9. Progress cleaning of work areas affected by its operations on a daily basis.
 10. Secure lockup of its own tools, materials, and equipment.
 11. Construction aids, miscellaneous services, and facilities necessary exclusively for its own construction activities.
- D. Temporary Heating, Cooling, and Ventilation: The Project Coordinator is responsible for temporary heating, cooling, and ventilation before the weathertight enclosure of the building is complete. The Project Coordinator is responsible for temporary heating, cooling, and ventilation after the permanent enclosure of the building is complete, and the Owner will pay utility-use charges.

1.5 CONTRACTS

A. CONTRACT A - SITEWORK

1. Work of the Sitework Construction Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Site demolition, clearing, and grubbing.
 - 2) Building pad earthwork.
 - 3) Site utilities including excavation and backfill.
 - 4) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable Sections:
 - 1) Drawings:
 - a) Civil
 - b) Structural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 31 – Earthwork

B. CONTRACT B - CONCRETE

1. Work of the Concrete Construction Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Exterior concrete paving including sidewalks, streets, curbs, and gutters.
 - 2) Building footings and foundations, including footing excavations and backfill.
 - 3) Building slab on grade, including subgrade granular material and vapor retarder.
 - 4) Foundation waterproofing and insulation.
 - 5) Foundation backfilling.
 - 6) Column and stair footings for wood exterior stairs including excavations.
 - 7) Concrete stoops including excavations, granular subbase, void form.
 - 8) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Civil
 - b) Structural
 - c) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 03 – Concrete
 - d) Div 07 - Thermal

C. CONTRACT C1 – FRAMING AND INSULATION

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Interior wood framing and sheathing including studs, joists, headers, decking, and miscellaneous blocking.
 - 2) Interior insulation
 - 3) Exterior wood stairs, deck, and railing.
 - 4) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable contract sections:
 - 1) Drawings:
 - a) Structural
 - b) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 06 – Wood, Plastics, and Composites
 - d) Div 07 – Thermal and Moisture Protection
2. Temporary facilities and controls in this contract include, but are not limited to, the following:

- a. Temporary facilities and controls not explicitly assigned to other contracts.

D. CONTRACT C2 – GYPSUM BOARD

- 1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Interior gypsum board installation and finishing
 - 2) Interior painting
 - 3) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Structural
 - b) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 09 - Finishes

E. CONTRACT C3 – ALUMINIUM-FRAMED ENTRANCES AND STOREFRONTS

- 1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Aluminum-framed windows and doors as scheduled.
 - 2) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 08 - Openings
 - c. Temporary facilities and controls not explicitly assigned to other contracts.

F. CONTRACT C4 – INTERIOR WOOD DOORS AND HOLLOW METAL FRAMES

- 1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Interior doors and frames, including hardware and glazing.
 - 2) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 08 - Openings
 - c. Temporary facilities and controls not explicitly assigned to other contracts.

G. CONTRACT C5 – POLYCARBONATE PANELS

- 1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Polycarbonate glazing units as shown on the schedule.
 - 2) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 08 - Openings
 - c. Temporary facilities and controls not explicitly assigned to other contracts.

H. CONTRACT C6 – SPECIALITES

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Toilet partitions
 - 2) Bath accessories.
 - 3) Signage
 - 4) Fire extinguishers and cabinets
 - 5) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Division 00 - Procurement and Contracting Requirements
 - b) Division 01 – General Requirements
 - c) Div 10 - Specialties

I. CONTRACT C7 – FLOORING

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Polished concrete floors.
 - 2) Sealed concrete floor
 - 3) Vinyl base, treads, risers, and stringers
 - 4) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 03 - Concrete
 - d) Div 09 – Finishes

J. CONTRACT C8 – CASEWORK AND COUNTERTOPS

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Casework.
 - 2) Countertops.
 - 3) Solid surfacing sills.
 - 4) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 06 – Wood and Plastics
 - d) Div 09 – Finishes

K. CONTRACT C9 – INTERIOR PAINTING AND ACOUSTICAL CEILINGS

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Gypsum board painting
 - 2) Interior door and frame painting.
 - 3) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements

- b) Div 01 – General Requirements
- c) Div 03 - Concrete
- d) Div 09 – Finishes

L. CONTRACT C10 – ATHLETIC EQUIPMENT

1. Work of this Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Wall protection pads
 - 2) Gymnasium curtain
 - 3) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Architectural
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 11 - Equipment

M. CONTRACT D - PLUMBING

1. Work of the Plumbing Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Facility water supply piping
 - 2) Facility waste and vent piping
 - 3) Fixtures and equipment
 - 4) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) M102 – Plumbing Plan
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 22 - Plumbing

N. CONTRACT E – FIRE SPRINKLER

1. Work of the Fire Sprinkler Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) A complete NFPA 13 fire suppression system, including water service.
 - 2) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) M103 – Fire Suppression
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 21 – Fire Suppression

O. CONTRACT F - HVAC

1. Work of the HVAC Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) Facility heating, ventilation, and air conditioning systems.
 - 2) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) M101 – HVAC Plan
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 23 – Mechanical

P. PACKAGE G - ELECTRICAL

1. Work of the Electrical Contract includes, but is not limited to, the following:
 - a. Provide and Install:
 - 1) New primary service, including backfeeding the existing buildings
 - 2) Facility power
 - 3) Facility lighting
 - 4) Fire alarm system
 - 5) All temporary facilities and controls required to complete the work of this contract.
 - b. Applicable sections:
 - 1) Drawings:
 - a) Electrical
 - 2) Specifications:
 - a) Div 00 - Procurement and Contracting Requirements
 - b) Div 01 – General Requirements
 - c) Div 26 – Electrical

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 12 00

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 CASH ALLOWANCES

- A. Cash Allowances:
 - 1. Include specified cash allowances in Contract Sum.
 - 2. Amount of allowance includes net cost of product. Labor is included only when labor is specified to be included in allowance.
 - 3. Include Contractor's costs in Contract Sum:
 - a. Handling and protection at site.
 - b. Labor for installation, except where labor is specified to be part of allowance.
 - c. Other expenses required to complete installation.
 - d. Overhead and profit.
- B. Design Professional's Duties: Make selection and designate products to be used.
- C. Contractor's Duties:
 - 1. Assist Design Professional in determining suppliers.
 - 2. Obtain proposals from suppliers.
 - 3. Notify Design Professional of any effect on construction schedule or Contract Sum caused by selection.
 - 4. Arrange for purchase and delivery of products and submit any claims for transportation damage.
- D. Adjustment of Costs: If actual cost differs from amount of allowance, Contract Sum will be adjusted by Change Order equal to amount of difference.

1.2 UNIT PRICES

- A. Provide unit prices for items listed, for inclusion in Contract.
- B. Unit prices will be applicable for duration of Project.
- C. Contract Sum is to be based on quantities of materials indicated in Contract Documents.
- D. If different quantities than those indicated are placed in the Work, unit prices will be used as basis for additions to or deductions from Contract Sum.
- E. Adjustments to Contract Sum will be made by Change Order based on net cumulative change for each item of the Work.
- F. Payment includes full compensation for all required labor, Products, tools, equipment, plant, transportation, services, and incidentals, and for erection, application, or installation of an item of the Work.

1.3 PRODUCT SUBSTITUTIONS

- A. Substitutions during Bidding: Refer to Document 00 30 00 - Available Project Information.
- B. Design Professional will consider substitution requests prior to execution of Contract. Approved substitutions will be issued by Addendum.
- C. Within 30 days after award of Contract, Design Professional will consider requests from Contractor for substitution of products in place of those specified.
- D. After initial 30 day period, substitution requests will be considered only due to non-availability of specified products.

- E. Do not substitute products unless an approved Substitution Request Form has been received from Design Professional.
- F. Provide full documentation to substantiate acceptability of proposed substitutions.
- G. Submittal of substitution request represents that Contractor:
 - 1. Has investigated proposed substitution and determined that it is equal or superior to specified product.
 - 2. Will coordinate installation of accepted substitution into the Work.
 - 3. Waives claims for additional costs that may subsequently become apparent.
- H. Substitutions will not be considered if:
 - 1. They are indicated on Shop Drawings or other submittals without formal substitution request.
 - 2. Approval will require substantial revision of Contract Documents without additional compensation to Design Professional.
- I. Design Professional will notify Contractor of approval or rejection of each substitution request.

1.4 REQUESTS FOR INFORMATION (RFI)

- A. Definition: Request from Contractor seeking interpretation or clarification of Contract Documents not involving Substitutions or changes to Contract Sum or Contract Time.
- B. Do not submit RFI's to request approval of Substitutions, request changes involving changes to Contract Sum or Contract Time, request approval of submittals, or to submit Project Record Documents.
- C. Submit electronically in PDF format.

1.5 CONTRACT MODIFICATION PROCEDURES

- A. Architect's Supplemental Instructions: Design Professional will advise of minor changes in Work not involving an adjustment to Contract Sum or Contract Time as authorized by the Conditions of the Contract.
- B. Proposal Requests:
 - 1. Design Professional may issue a Proposal Request detailing a proposed change with supplemental or revised Drawings and Specifications.
 - 2. Submit estimate of any change to Contract Sum or Contract Time within 7 days after receipt.
 - 3. Do not stop work or initiate changes in response to a Proposal Request. If approved, prepare and issue a Change Order.
 - 4. Submit electronically in PDF format.
- C. Contractor Proposed Changes:
 - 1. Describe proposed change, reason for change, effect on Work, and any changes to Contract Sum or Contract Time.
 - 2. Document proposed substitutions in accordance with Section 01 20 00.
 - 3. Submit electronically in PDF format.
- D. Construction Change Directive: Design Professional may issue a directive, signed by Owner, instructing Contractor to proceed with a change for subsequent inclusion in a Change Order.
- E. Change Orders: Prepare Change Orders for signature of parties as provided in Conditions of the Contract.

1.6 SCHEDULE OF VALUES

- A. Submit Schedule of Values to Owner and Design Professional minimum 15 days prior to submitting first Application for Payment.

1. If requested, furnish data to support values given.
 2. Approved Schedule of Values will be used as the basis for reviewing the Contractor's Applications for Payment.
- B. Format: Use the Table of Contents of the Project Manual as the basis for listing costs of work.
1. List values in sufficient detail to serve as the basis for computing values for progress payments.
 2. When payment is requested for stored materials, break down the value into the cost of materials and the total installed value.
 3. The total of costs listed in the Schedule shall equal the Contract Sum.
- C. Review and Resubmittal:
1. After review by Owner and Design Professional, revise and resubmit if required.
 2. Resubmit along with next Application for Payment when Change Orders are issued. List each Change Order as new line item.

1.7 APPLICATIONS FOR PAYMENT

- A. Format: AIA Document G702 - Application and Certification for Payment, supported by AIA Document G703 - Continuation Sheet, or Contractor's standard format.
- B. Use data from the approved Schedule of Values as a basis. Provide dollar value in each column for each line item representing the portion of work performed.
- C. List each authorized Change Order as a separate line item.
- D. When the Owner or Design Professional requires substantiating information, submit data justifying the dollar amounts in question.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 25 19 - SUBSTITUTION REQUEST FORM

DATE: _____

TO: _____

ATTENTION: _____

PROJECT: _____

We submit for your consideration the following product as a substitution for the specified product:

Section No.	Paragraph	Specified Product
-------------	-----------	-------------------

_____	_____	_____
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Proposed Substitution:

Reason for Substitution:

Product Data:

Attach complete technical data for both the specified product and the proposed substitution. Include information on changes to Contract Documents that the proposed substitution will require for its proper installation.

Samples:

☐ Attached ☐ Will be furnished upon request

Does the substitution affect dimensions shown on Drawings?

☐ No ☐ Yes (explain)

Effects of proposed substitution on other Work:

Differences between proposed substitution and specified Product:

Manufacturer's warranties of the proposed substitution are:

☐ Same ☐ Different (explain)

Maintenance service and spare parts are available for proposed substitution from:

Previous installations where proposed substitution may be seen:

Project: _____

Project: _____

Owner: _____

Owner: _____

Architect: _____

Architect: _____

Date Installed: _____

Date Installed: _____

Cost savings to be realized by Owner, if proposed substitution is approved:

Change to Contract Time, if proposed substitution is approved:

☐ No Change ☐ Add _____ days ☐ Deduct _____ days

Submittal constitutes a representation that Contractor has read and agrees to the provisions of Section 01 20 00.

Submitted by Contractor:

Firm Name _____

Date _____

Name _____

Signature _____

For Use by Design Professional:

Based on the information supplied by the Contractor, the Design Professional has reviewed the proposed substitution on the basis of design concept of the Work and conformance with information given in Contract Documents.

☐ Approved ☐ Approved as Noted ☐ Rejected

Submit Additional Information:

Firm Name _____

Date _____

Name _____

Signature _____

SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 PROJECT COORDINATION

- A. Mechanical and Electrical Components:
 - 1. In finished areas, conceal pipes, ducts, and wiring within construction.
 - 2. Coordinate locations of fixtures and outlets with finish elements.
 - 3. Coordinate space requirements and installation of items indicated diagrammatically.
 - 4. Follow routing of utilities as closely as practical; place runs parallel with building lines.

1.2 PROJECT MEETINGS

- A. Schedule and administer preconstruction conference, progress meetings, and pre-installation conferences.
- B. Make arrangements for meetings; notify involved parties in advance.
- C. Record proceedings and decisions at each meeting; distribute copies to parties in attendance and others affected by proceedings and decisions made.

1.3 SUBMITTAL FORMAT

- A. Submit Project documentation electronically in PDF format.

1.4 PROJECT SUBMITTALS

- A. Progress Schedule:
 - 1. Submit a Progress Schedule within [15] [] days after date of Notice to Proceed.
 - 2. Format:
 - a. Bar chart with separate bar for each trade or operation.
 - b. Identify first workday of each week.
 - c. Include dates for beginning and completion of each element of construction.
 - 3. Updating:
 - a. Submit updated schedule along with each Application for Payment.
 - b. Identify changes occurring since previous submission.
 - c. Indicate progress and projected completion date of each activity.
 - d. Provide narrative report including discussion of problem areas, corrective action taken, description of revisions, and other items affecting progress of the Work.
- B. Proposed Products List:
 - 1. Within 15 days after date of Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 2. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- C. Proposed Subcontractor List:
 - 1. Within 15 days after date of Notice to Proceed, submit a complete list of Subcontractors proposed for use.
 - 2. Include names of Subcontractors and portions of Work they will perform.
- D. Submittal Schedule:
 - 1. Within 15 days after date of Notice to Proceed, submit a submittal schedule showing all submittals proposed for project, including submittals listed as:
 - a. Submittals for Review.
 - b. Quality Control Submittals.
 - c. Closeout Submittals.
 - 2. Include for each submittal:

- a. Specification section number.
- b. Description of submittal.
- c. Type of submittal.
- d. Anticipated submittal date.
- e. For submittals requiring Architect's review, date reviewed submittal will be required from Architect.

E. Action Submittals:

- 1. Shop Drawings:
 - a. Identify details by reference to sheet and detail numbers or room number shown on Drawings.
 - b. Maximum sheet size: 30 x 42 inches.
- 2. Product Data: Manufacturer's standard schematic drawings and diagrams; modify and supplement standard information to provide information applicable to work.
- 3. Samples:
 - a. Selection samples: Illustrate full range of colors, textures, patterns, and profiles available for Design Professional's selection.
 - b. Verification samples:
 - 1) Illustrate Design Professional's selection of color, texture, and pattern.
 - 2) When applicable illustrate functional characteristics of product.
 - c. Number required: Two of each sample unless otherwise specified.
 - d. Size: As required to illustrate product attributes.

F. Informational Submittals:

- 1. Informational submittals do not require Design/Builder's responsive action except to require resubmission of incomplete or incorrect information.
- 2. Design data and calculations:
 - a. Accuracy of design data and calculations is responsibility of Subcontractor.
 - b. When specified, provide documents sealed by professional engineer licensed in State in which Project is located.
- 3. Test reports and certifications:
 - a. Document that products meet or exceed specified requirements.
 - b. Submit supporting data as required.
 - c. Submittals may be recent or previous test results on material or product.
- 4. Manufacturer's installation instructions: Include instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.

G. Contractor Responsibilities:

- 1. Review submittals prior to forwarding to Design Professional. Verify field measurements, construction criteria, catalog numbers, and similar data.
- 2. Contractor's responsibility for errors, omissions, or deviations from requirements of Contract Documents is not relieved by Design/Builder's review.
- 3. On resubmittals, indicate changes made other than those requested by Design/Builder.

H. Design Professional's Responsibilities:

- 1. Review for conformance with Project design concept and requirements of Contract Documents.
- 2. Design Professional is not responsible for verification of field measurements, construction criteria, catalog numbers, and other similar data.
- 3. Review of separate item does not constitute review of an assembly.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 REFERENCES

- A. Applicable portions of standards listed in specification sections that are not in conflict with specification requirements are made part of Contract Documents.
- B. In case of conflict between standards, or between specifications and standards, most stringent requirement governs.
- C. Use latest edition of standards as of date of Project Manual, including any supplements or amendments.

1.2 MOCKUPS

- A. Erect at Project site at location acceptable to Owner.
- B. Include specified Products, with anchorage devices, flashings, seals, and finishes.
- C. Perform work in accordance with applicable specifications sections.
- D. Where mockup is specified to be removed, clear area after mockup has been approved by Owner.

1.3 TESTING LABORATORY SERVICES

- A. Engagement of Laboratory:
 - 1. Owner will employ and pay for services of an independent testing laboratory to perform specified services.
 - 2. Cooperate with Testing Laboratory to facilitate performance of its work.
 - 3. Employment of Testing Laboratory does not relieve Contractor of obligations to perform work in accordance with Contract Documents.
- B. Testing Laboratory Duties:
 - 1. Cooperate with Owner, Design Professional and Contractor.
 - 2. Perform specified inspections, sampling, and testing of materials and methods of construction.
 - 3. Determine compliance or noncompliance with requirements of Contract Documents.
 - 4. Notify Owner, Design Professional, and Contractor of irregularities or deficiencies of work or Products.
 - 5. Submit report to Owner, Design Professional, and Contractor electronically in PDF format within 7 days after each test or inspection.
 - 6. Perform additional tests as required by Owner, Design Professional, or Contractor.
 - 7. Laboratory is not authorized to:
 - a. Modify requirements of Contract Documents.
 - b. Approve any portion of work.
 - c. Perform duties of Contractor.
- C. Contractor's Responsibilities:
 - 1. Cooperate with Testing Laboratory. Schedule tests and inspections to coordinate with work progress.
 - 2. Provide access to the Work and to manufacturer's operations.
 - 3. Deliver representative samples of materials proposed to be used to Testing Laboratory.
 - 4. Furnish copies of product test reports.
 - 5. Furnish incidental labor and facilities.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 42 13 – ABBREVIATIONS AND ACRONYMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. Abbreviations and acronyms of industry organizations.

1.2 ACRONYMS

- A. Abbreviations and acronyms used in Contract Documents refer to recognized names of organizations according to following list.
- B. Contract Documents may not utilize all abbreviations and acronyms, and other abbreviations and acronyms may appear in individual specification sections that are not listed below.

ACRONYM OR ABBREVIATION	ENTITY	WEBSITE
AA	Aluminum Association	www.aluminum.org
AAMA	American Architectural Manufacturers Association	www.aamanet.org
AAADM	American Association of Automatic Door Manufacturers	www.aaadm.com
AASHTO	American Association of State Highway and Transportation Officials	www.transportation.org
ABAA	Air Barrier Association of America	www.airbarrier.org
ACI	American Concrete Institute	www.aci-int.org
AI	Asphalt Institute	www.asphaltinstitute.org
AISC	American Institute of Steel Construction	www.aisc.org
AITC	American Institute of Timber Construction	www.aitc-glulam.org
AMCA	Air Movement and Control Association International, Inc.	www.amca.org
AISI	American Iron and Steel Institute	www.steel.org
ANSI	American National Standards Institute	www.ansi.org
APA	Engineered Wood Association www.apawood.org	
ASCC	American Society of Concrete Contractors	www.ascconline.org
ASCE	American Society of Civil Engineers	www.asce.org

ACRONYM OR ABBREVIATION	ENTITY	WEBSITE
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers	www.ashrae.org
ASME	American Society of Mechanical Engineers	www.asme.org
ASTM	ASTM International	www.astm.org
AWI	Architectural Woodwork Institute	www.awinet.org
AWMAC	Architectural Woodwork Manufacturers of Canada	www.awmac.com
AWS	American Welding Society	www.aws.org
ASTM	ASTM International	www.astm.org
BHMA	Builders Hardware Manufacturers Association	www.buildershardware.com
CDA	Copper Development Association	www.copper.org
CISCA	Ceiling and Interior Systems Construction Association	www.cisca.org
CLFMI	Chain Link Fence Manufacturers Institute	www.chainlinkinfo.org
CRRC	Cool Roof Rating Council	www.coolroofs.com
CRI	Carpet and Rug Institute	www.carpet-rug.com
CRSI	Concrete Reinforcing Steel Institute	www.crsi.org
CSA	Canadian Standards Association	www.aamanet.org
CSI	Cast Stone Institute	www.caststone.org
CSSB	Cedar Shingle and Shake Bureau	www.cedarbureau.org
CSPC	United States Consumer Product Safety Commission	www.cpsc.gov
DASMA	Door and Access Systems Manufacturers Association International	www.dasma.com
EIMA	EIFS Industry Manufacturers Association	www.eima.com
FM	Factory Mutual Insurance Co.	www.fmglobal.com
FSC	Forest Stewardship Council	www.fscus.org
GA	Gypsum Association	www.gypsum.org
GS	Green Seal, Inc.	www.greenseal.org

ACRONYM OR ABBREVIATION	ENTITY	WEBSITE
IGMA	Insulating Glass Manufacturers Alliance	www.igmaonline.org
ISO	International Organization for Standardization	www.iso.org
MFMA	Maple Flooring Manufacturer's Association	www.maplefloor.org
MPI	Master Painters Institute	www.mpi.net
MVMA	Masonry Veneer Manufacturers Association	www.ncma.org
NAAMM	National Association of Architectural Metal Manufacturers	www.naamm.org
NGA	National Glass Association	www.glass.org
NEMA	Association of Electrical and Medical Imaging Equipment Manufacturers	www.nema.org
NELMA	Northeastern Lumber Manufacturers Association	www.nelma.org
NFPA	National Fire Protection Association	www.nfpa.org
NFRC	National Fenestration Rating Council	www.nfrc.org
NFSI	National Floor Safety Institute	www.nfsi.org
NHLA	National Hardwood Lumber Association	www.nhla.org
NIST	National Institute of Standards and Technology	www.nist.gov
NLGA	National Lumber Grades Authority	www.nlga.org
NRCA	National Roofing Contractors Association	www.nrca.net
NTMA	National Terrazzo and Mosaic Association	www.ntma.com
NWFA	National Wood Flooring Association	www.nwfa.org
PCI	Precast/Prestressed Concrete Institute	www.pci.org
PEI	Porcelain Enamel Institute	www.porcelainenamel.com
PTI	Post-Tensioning Institute	www.post-tensioning.org
RCSC	Research Council on Structural Connections	www.boltcouncil.org
RFCI	Resilient Floor Covering Institute	www.rfci.com
RIS	Redwood Inspection Service	www.redwoodinspection.com

ACRONYM OR ABBREVIATION	ENTITY	WEBSITE
SCAQMD	South Coast Air Quality Management District	www.aqmd.gov
SDI	Steel Deck Institute	www.sdi.org
SDI	Steel Door Institute	www.steeldoor.org
SFIA	Steel Framing Industry Association	www.sfia.memberclicks.net
SIPA	Structural Insulated Panel Association	www.sips.org
SJI	Steel Joist Institute	www.steeljoist.org
SMACNA	Sheet Metal and Air Conditioning Manufacturer's Association International	www.smacna.org
SPIB	Southern Pine Inspection Bureau	www.spib.org
SPRI	Single Ply Roofing Institute	www.spri.org
SSMA	Steel Stud Manufacturer's Association	www.ssma.com
SSPC	Society for Protective Coatings	www.sspc.org
SWI	Steel Window Institute	www.steelwindows.com
TCNA	Tile Council of North America	www.tileusa.com
TMS	The Masonry Society	www.masonrysociety.org
TPI	Truss Plate Institute	www.tpinst.org
TPI	Turfgrass Producers International	www.turfgrasssod.org
USDOJ	United States Department of Justice	www.ada.gov
USEPA	United States Environmental Protection Agency	www.epa.gov
USEPA	United States Environmental Protection Agency	www.energystar.gov
USGBC	U.S. Green Building Council	www.usgbc.org
USPS	United States Postal Service	www.usps.com
WCLIB	West Coast Lumber Inspection Bureau	www.wclib.org
WDMA	Window and Door Manufacturers Association	www.wdma.com
WI	Woodwork Institute	www.woodworkinstitute.com
WRCLA	Western Red Cedar Lumber Association	www.realcedar.com
WWPA	Western Wood Products Association	www.wwpa.org

PART 2PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 CONSTRUCTION FACILITIES AND UTILITIES

- A. Field Offices and Sheds: Provide temporary field offices and storage sheds required for construction.
- B. Temporary Sanitary Facilities: Owner will provide portable chemical toilets during construction for use by all trades. Existing toilets designated by Owner may be used during construction.
- C. Temporary Electricity: Connect to existing electrical system. Cost of electricity will be paid for by Owner.
- D. Temporary Water: Use existing water source for construction operations. Costs of water used will be paid for by Owner.
- E. Temporary Lighting: The Electrical contractor shall provide temporary lighting for construction operations and security purposes.
- F. Temporary Heat: The Owner will provide temporary heating devices to maintain specified ambient temperatures for construction operations. The costs of fuel used will be paid for by the Owner.
- G. Temporary Ventilation: Ventilate areas to facilitate curing materials, disperse humidity, and prevent accumulations of dust, fumes, vapors, or gases. Each trade shall provide temporary ventilation equipment as necessary to complete their work.
- H. Temporary Telephone: Contractor shall be accessible during regular business hours via mobile telephone with an answering service.

1.2 TEMPORARY CONTROLS

- A. Water Control: Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Erosion and Sediment Control: Provide temporary measures including silt fences, dikes, berms, settlement basins, and drainage systems to prevent water flow and sedimentation.
- C. Dust Control: Minimize dust from construction operations. Prevent dust from dispersing into atmosphere.
- D. Mold and Mildew Control:
 - 1. Prevent formation of mold and mildew on surfaces within interior of structures.
 - 2. Do not install materials sensitive to mold and mildew growth until protection can be provided.
 - 3. Promptly remove and replace materials exhibiting mold and mildew growth.

1.3 REMOVAL

- A. Remove temporary facilities and controls when construction needs can be met by the use of permanent construction or upon completion of the Project.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 GENERAL PRODUCT REQUIREMENTS

- A. Products Incorporated into Work:
 - 1. Comply with requirements specified, unless a substitution request has been approved by Design Professional.
 - 2. Do not use products for purposes other than that for which they were designed.
 - 3. Do not use materials containing asbestos or other known hazardous materials in the Work.
- B. Manufacturer's Instructions:
 - 1. When specifications require that installation comply with manufacturer's instructions, obtain copies from manufacturer and distribute to applicable parties.
 - 2. Deliver, store, handle, and install products in accordance with manufacturer's instructions.
- C. Transportation, Handling and Storage:
 - 1. Coordinate delivery of products with construction schedule.
 - 2. Deliver products in manufacturer's original, undamaged containers or packaging, with identifying labels intact.
 - 3. Prevent damage to products and packaging.

1.2 PRODUCT OPTIONS

- A. When Products are Specified By:
 - 1. Reference standard: Select any product meeting specified standard. Submit Product Data to substantiate compliance of selected product with specified requirements.
 - 2. Naming two or more acceptable products: Select any named product.
 - 3. Naming two or more manufacturers and description of required product attributes: Select Product of any named manufacturer. Submit Product Data to substantiate compliance of selected product with specified requirements.
 - 4. Naming single product followed by "or approved substitute": Submit Substitution Request Form for any product not listed.
 - 5. Naming one or more products or manufacturers followed by "Substitutions: Under provisions of Division 01": Submit Substitution Request Form for any product not listed.
 - 6. Naming one product followed by "Substitutions: Not permitted": Substitutions will not be allowed.
 - 7. Required performance or attributes, without naming manufacturer or product: Select any product meeting specified requirements. Submit Product Data to substantiate compliance of selected product with specified requirements.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 70 00 - EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 CUTTING AND PATCHING

- A. Execute cutting and patching of work required to make component parts fit properly, remove and replace defective or ill-timed work, and provide routine penetrations of nonstructural surfaces.
- B. Execute cutting and patching to prevent damage to other work and to provide proper surfaces to receive repairs and new work.
- C. Refinish surfaces to provide even finish:
 - 1. Continuous surfaces: To nearest intersections.
 - 2. Assembly: Refinish entirely.

1.2 CLEANING

- A. Progress Cleaning: Maintain areas free from waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- B. Final Cleaning:
 - 1. Execute final cleaning prior to final inspection.
 - 2. Clean surfaces exposed to view; remove labels, stains, and foreign substances.
 - 3. Polish transparent and glossy finishes.
 - 4. Vacuum carpet; damp mop hard surface flooring.
 - 5. Clean glass, equipment, and fixtures.
 - 6. Clean debris from roofs and drainage systems.
 - 7. Sweep paved areas of site; rake clean landscaped areas.
 - 8. Remove waste and surplus materials, rubbish, and construction facilities from site.

1.3 PROTECTING INSTALLED WORK

- A. Protect installed work from construction operations.
- B. Provide special protection when required in individual specification sections.

1.4 CLOSEOUT PROCEDURES

- A. Submit written certification that the Work is complete in accordance with Contract Documents and ready for final inspection.
- B. Submit final statement of accounting showing:
 - 1. Original Contract Sum.
 - 2. Additions and deductions.
 - 3. Retainage withheld from previous payments.
 - 4. Adjusted Contract Sum.
 - 5. Previous payments.
 - 6.- Sum remaining due.
- C. Final payment will be made after the following closeout submittals have been received from the Contractor:
 - 1. Evidence of compliance with the requirements of governing authorities.
 - 2. Project Record Documents.
 - 3. Operation and Maintenance Data.
 - 4. Warranties.
 - 5. Keys and keying schedule.
 - 6. Extra stock and maintenance materials.

7. Evidence of payment and release of liens.
8. Certificate of insurance for products and completed operations.

1.5 CLOSEOUT SUBMITTALS

A. Project Record Documents:

1. Maintain at site one working copy of Contract Documents.
2. Mark record documents during construction to record actual construction:
 - a. Drawings:
 - 1) Location of underground and internal utilities referenced to visible features.
 - 2) Changes of dimension and detail.
 - 3) Changes made by Change Order or other modification.
 - 4) Details not on Contract Documents.
 - b. Project Manual and Addenda:
 - 1) Manufacturer, trade name, catalog number, and supplier of each product and item of equipment installed.
 - 2) Changes made by Change Order or other modification.
 - 3) Other matters not originally specified.
3. Identify each volume with title PROJECT RECORD DOCUMENTS, Project title, and name of Contractor.
4. Submit electronically in PDF format.

B. Operation and Maintenance Data:

1. Product data and related information appropriate for Owner's maintenance and operation of products furnished under Contract.
2. List name, address, and telephone number of subcontractor, installer, or maintenance contractor for each product
3. Include local source of supply for parts and replacement.
4. Identify each volume with title OPERATION AND MAINTENANCE DATA, Project title, and name of Contractor.
5. Prior to final inspection, instruct Owner's operating and maintenance personnel in operation, adjustment, and maintenance of products, equipment, and systems.
6. Submit electronically in PDF format.

C. Warranties:

1. Assemble warranties provided by manufacturers, suppliers, and subcontractors.
2. Review each warranty for compliance with requirements of Contract Documents.
3. Provide complete information for each item:
 - a. Project, Owner, and Contractor.
 - b. Product or work item.
 - c. Name of manufacturer or firm issuing warranty, with address and telephone number.
 - d. Scope, date of beginning, and duration of warranty.
 - e. Proper procedure in case of failure.
4. Identify each packet with printed title WARRANTIES, Project title, and name of Contractor.
5. Submit electronically in PDF format.

D. Submit documents along with final Application for Payment.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 01 71 23 - FIELD ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Survey and field engineering.
 - 2. Submittals.
 - 3. Records.
- B. Provide and pay for field engineering services required for Project:
 - 1. Survey work required in the execution of the Work.
 - 2. Other professional engineering services specified or required to execute Contractor's construction methods.

1.2 QUALIFICATIONS

- A. Technician: Qualified, experienced instrument technician.

1.3 SUBMITTALS

- A. Submit documentation to verify the accuracy of field engineering work upon the Architect's request.
- B. Submit certification that elevations and locations of improvements are in conformance with Contract Documents.

1.4 SURVEY REFERENCE POINTS

- A. Existing horizontal and vertical control points for the project are those designated on the Drawings.
- B. Locate, verify, and protect control points before beginning Work; preserve permanent reference points during construction.

1.5 PROJECT SURVEY REQUIREMENTS

- A. Establish at least two permanent benchmarks on site, referenced to survey control points. Record locations on Project Record Documents.
- B. Establish lines and levels, locate and lay out, by instrumentation:
 - 1. Site improvements:
 - a. Stakes for grading, fill, and topsoil placement.
 - b. Utility slopes and invert elevations.
 - 2. Building foundation and column locations, floor elevations, and other controlling dimensions.
 - 3. Controlling lines and levels required for mechanical and electrical trades.
- C. Verify property corners, easements, building setbacks, and horizontal control dimensions with information contained in Contract Documents.
- D. Promptly notify Architect of any errors or discrepancies noted; await instructions prior to proceeding with Work.

1.6 RECORDS

- A. Maintain accurate log of control and survey work.

PART 2 PRODUCTS

Not used

PART 3 EXECUTION

Not used

END OF SECTION

SECTION 03 30 00 - CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawing: Illustrate products, installation, and adjacent construction relationships.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with a minimum of 10 years' experience.
- B. Mix and deliver concrete ready mixed in accordance with ASTM C94.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Concrete Chemicals: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Dayton Superior. www.daytonsuperior.com
 - 2. Master Builders. www.master-builders.com
 - 3. W. R. Meadows. www.wrmeadows.com
 - 4. Meadow Burke. www.meadowburke.com
 - 5. Nox-Crete. www.nox-crete.com
 - 6. Prosoco. www.prosoco.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Formwork:
 - 1. Forms: Wood, metal, or glass fiber type.
 - 2. Carton forms: Laminated fiberboard coated with water resistant compound, rectangular shape.
 - 3. Tubular column forms: Spirally wound laminated fiber materials.
- B. Reinforcement:
 - 1. Bars: ASTM A615/A615M.
 - 2. Welded wire fabric: ASTM A185/A185M.
 - 3. Accessories: Plastic coated steel for surfaces exposed to weather.
- C. Concrete Materials:
 - 1. Cement: Portland cement type, ASTM C150/C150M or Portland limestone cement type, ASTM C595, Type as applicable.
 - 2. Aggregates: ASTM C33/C33M.
 - 3. Water reducing or water reducing/set retarding admixture: ASTM C494/C494M, Type A or D.
 - 4. Air entraining admixture: ASTM C260/C260M.
- D. Expansion Joint Filler: ASTM D1752.
- E. Curing Materials:
 - 1. Curing compound: ASTM C309, Type 1.
 - 2. Curing paper: ASTM C171.

2.3 MIXES

- A. Refer to structural drawings.

2.4 FABRICATION

- A. Reinforcing: In accordance with CRSI Manual.

PART 3 EXECUTION

3.1 INSTALLATION - FORMWORK

- A. Install chamfer strips (3/4") in corners of forms to produce beveled edges on permanently exposed surfaces.
- B. Use construction joint form for joints in slabs on grade.

3.2 INSTALLATION - REINFORCEMENT

- A. In accordance with ACI 301 and CRSI Manual.

3.3 PLACEMENT - CONCRETE

- A. Place concrete in accordance with ACI 301 and ACI 318.
- B. Screed slabs to flatness tolerance of 1/4 inch in 10 feet.

3.4 PLACEMENT OF GROUT

- A. Mix and place grout in accordance with manufacturer's instructions.

3.5 FINISHING

- A. Formed Surfaces: While concrete is still green:
 - 1. Patch voids over 1/2 inch in diameter or depth.
 - 2. Remove protrusions by rubbing with Carborundum stone.
- B. Slabs:
 - 1. Finish surfaces in accordance with ACI 301 and ACI 302.1.
 - 2. Steel trowel surfaces to receive flooring.
 - 3. Steel trowel and seal surfaces to be exposed. Apply sealer in accordance with manufacturer's instructions.
- C. Allowable Tolerances: In accordance with ACI 301.

3.6 CURING

- A. Cure concrete in accordance with ACI 308:
 - 1. Horizontal surfaces:
 - a. Surfaces to receive additional toppings or setting beds: Curing paper method.
 - b. Other surfaces: Curing paper or curing compound method.
 - 2. Vertical surfaces: Wet curing or curing compound method.

END OF SECTION

SECTION 03 35 43 - POLISHED CONCRETE FINISH

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for polishing products.
 - 2. Samples: Selection samples.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Mockup: 25 square feet. Approved mockup may remain as part of the Work.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Firm specializing in work of this Section, with minimum 2 years' experience.
 - 2. Certified by Concrete Polishing Council of ASCC.
 - 3. Approved by polishing materials manufacturer.
- B. Regulatory Requirements:
 - 1. Flooring Coefficient of Friction: Minimum 0.43, tested to ANSI A326.3 after polishing.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Advanced Floor Products. www.retroplatesystem.com
 - 2. Ameripolish. www.ameripolish.com
 - 3. Prosoco. www.prosoco.com
 - 4. Solomon Colors. www.lythic.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Densifier: Odorless penetrating silica or lithium silica solution, reactive with free lime and calcium hydroxide; designed to chemically harden and densify concrete surface.
- B. Sealer: Non-film forming, stain resistant, food resistant, water repellent, impregnating type.
- C. Concrete Dye:
 - 1. Description: Translucent, solvent based.
 - 2. Color: To be selected from manufacturer's full color range.
- D. Surface Repair Products: Color matching repair system by manufacturer or approved substitute.

PART 3 EXECUTION

3.1 PREPARATION

- A. Do not apply sealer unless moisture vapor emission and relative humidity are in accordance with sealer manufacturer's instructions.

3.2 DYEING

- A. Apply dye in accordance with manufacturer's instructions.

3.3 POLISHING

- A. Fill surface imperfections using surface repair products such that imperfections are not noticeable when viewed from 10 feet away under lighting conditions that will be present after construction.
- B. Apply undiluted solution to point of rejection, remove excess liquid, and allow to cure according to manufacturer's instructions.
- C. Re-apply undiluted densifier solution to point of rejection, remove excess liquid, and allow to cure according to manufacturer's instructions.
- D. Apply grout as required to form continuous monolithic surface.
- E. Final Polished Concrete Floor Finish: CPC Class A – Cement Fines; 85 to 95 percent cement fines, 5 to 15 percent fine aggregate.
- F. Final Concrete Floor Gloss:
 - 1. CPC Level 2 – Satin; image clarity value 10 to 39 percent, haze index less than 10.
 - 2. Test image clarity value to ASTM D5767 and haze to ASTM D4039 prior to application of sealer, at rate of three tests per 1000 square feet of polished concrete.
- G. Final Surface: Abrasion and scratch resistant, uniform in appearance.

3.4 SEALING

- A. Apply two coats to manufacturer's recommended coverage.
- B. Burnish to uniform sheen matching approved mockup.

3.5 FIELD QUALITY CONTROL

- A. Measure slip resistance using BOT-3000 slip-tester; ensure compliance with specified slip resistance rating.

END OF SECTION

SECTION 06 10 00 - MISCELLANEOUS CARPENTRY

PART 1 GENERAL

1.1 NONE.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Lumber:
 - 1. Grading rules: NELMA.
 - 2. Species: Doug Fir-Larch or Spruce Pine-Fir. Refer to structural specifications.
 - 3. Grade: No 2 or better.
 - 4. Surfacing: Surfaced four sides (S4S).
 - 5. Maximum moisture content: 19 percent.
- B. Sheet Products:
 - 1. Type: APA Oriented Strand Board.
 - 2. Exposure:
 - a. Interior applications: Interior.

2.2 ACCESSORIES

- A. Fasteners:
 - 1. Exterior locations and treated products: Hot-dip galvanized steel, ASTM A153/A153M, G90 coating class.
 - 2. Other interior locations: Plain steel.

2.3 FABRICATION

- A. Preservative Treatment:
 - 1. Treat lumber in accordance with AWWA U1:
 - a. Interior locations protected from moisture sources: Category UC1 - Interior/Dry.
 - b. Interior locations subject to sources of moisture: Category UC2 - Interior/Damp.
 - c. Exterior locations above ground: Category UC3B - Above Ground/Exposed.
 - d. Exterior locations in contact with ground: Category UC4A - Ground Contact/General Use.
- Treatment process: Type MCA - Micronized Copper Azole.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Provide blocking, nailers, grounds, and furring to receive and support work.
- B. Curb roof openings except where prefabricated curbs are provided.
- C. Treat field cuts and holes in members providing structural support in accordance with AWWA M4.

END OF SECTION

SECTION 06 11 00 - FRAMING AND SHEATHING

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with minimum 10 [] years' experience.
- B. Lumber Grading Agency: Certified to NIST PS 20.
- C. Regulatory Requirements:
 - 1. Fire Retardant Treated Products: Maximum flame spread rating of 25, tested to ASTM E84.

1.2 WARRANTIES

- A. Manufacturer's 20 year warranty against rot and termite damage for composite wood.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Laminated Veneer Lumber: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Boise Cascade. www.bc.com
 - 2. Georgia-Pacific. www.gp.com
 - 3. LP. www.lpcorp.com
 - 4. Redbuilt. www.redbuilt.com
 - 5. Roseburg. www.roseburg.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Lumber:
 - 1. Grading rules: SPIB and WWPA.
 - 2. Species: DF Larch or SPF
 - 3. Grade: #2 or better
 - 4. Surfacing: Surfaced four sides S4S.
 - 5. Maximum moisture content: 19 (or less) percent.
- B. Laminated Veneer Lumber:
 - 1. Wood veneers laminated under pressure using exterior adhesive.
 - 2. Veneer: Douglas Fir or Southern Pine.
- C. Composite Joists and Headers: Wood veneers laminated to narrow oriented strand board.
- D. Sheet Products:
 - 1. Type: APA – Plywood or Oriented Strand Board.
 - 2. Panel grade:
 - a. Floor sheathing: APA Rated Sheathing.
 - b. Combination subfloor/underlayment: APA
 - c. Underlayment: APA
 - 3. Exposure:
 - a. Interior applications: Interior Rated.

2.3 ACCESSORIES

- A. Fasteners:
 - 1. Exterior locations and treated products: Hot-dip galvanized steel, ASTM A153/A153M, G90 or G185 coating class.
 - 2. Other interior locations: Plain steel.
- B. Metal Connectors: Joist Hangers: Galvanized steel, ASTM A653/A653M, [G60] [G90] [G185] coating class.
- C. Sill Gasket: 1/4 inch thick, plate width, closed cell polyethylene or urethane foam.
- D. Termite Shield: Galvanized sheet steel, minimum 26 gage.

2.4 FABRICATION

- A. Preservative Treatment:
 - 1. Treat lumber in accordance with AWP A U1:
 - a. Interior locations protected from moisture sources: Category UC1 - Interior/Dry.
 - b. Interior locations subject to sources of moisture: Category UC2 - Interior/Damp.
 - c. Exterior locations above ground: Category UC3A - Above Ground/Protected. UC3B - Above Ground/Exposed.
- B. Fire Retardant Treatment; treat lumber in accordance with AWP A U1:
 - 1. Interior locations: Category UCFA - Fire Retardant/Interior.
 - 2. Exterior locations: Category UCFB - Fire Retardant/Exterior.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Sills:
 - 1. Place full width continuous sill flashings under framed walls on cementitious foundations.
 - 2. Place sill gasket directly on cementitious foundation.
- B. Joist Framing:
 - 1. Provide minimum 1-1/2 inches of bearing.
 - 2. Bridge joists at mid span for spans in excess of 12 feet.
- C. Stud Framing:
 - 1. Provide single bottom plate and double top plates for load bearing partitions.
 - 2. Provide single bottom and top plates for non-load bearing partitions.
 - 3. Frame openings with double studs and headers. Space short studs over and under opening to stud spacing.
- D. Beams: Provide minimum end bearing of 6 inches.
- E. Lumber or Composite Wood Decking:
 - 1. Place decking to span two or more supports, with ends occurring over supports.
 - 2. Stagger end joints in adjacent rows.
- F. Roof Sheathing:
 - 1. Place panels perpendicular to framing members with ends staggered and sheet ends over firm bearing.
 - 2. Fasten to supports at maximum 6 inches on center along edges and maximum 12 inches on center in field of panels.
- G. Wall Sheathing:
 - 1. Place panels perpendicular to framing members, with ends over firm bearing and staggered.

2. Fasten to supports at maximum 6 inches on center along edges and maximum 12 inches on center in field of panels.
- H. Floor Decking:
1. Place panels perpendicular to framing members, with ends over firm bearing and staggered.
 2. Fasten to supports at maximum 16 inches on center along edges and in field of panels.
- I. Allowable Tolerances:
1. Location of framing members: 1/4 inch from true position, maximum.
 2. Surface flatness of floor: 1/8 inch in 10 feet maximum.

END OF SECTION

SECTION 06 17 33 - WOOD I-JOISTS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.

1.2 SYSTEM DESCRIPTION

- A. Design joists to withstand live and dead loads as indicated on Drawings.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with minimum 10 years' experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Boise Cascade. www.bc.com
 - 2. Georgia-Pacific. www.gp.com
 - 3. LP. www.lpcorp.com
 - 4. Redbuilt. www.redbuilt.com
 - 5. Roseburg. www.roseburg.com
 - 6. Southern Components. www.socomp.com
 - 7. Western Wood Structures. www.westernwoodstructures.com

- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Lumber: Graded in accordance with NIST PS 20.
- B. Web Members: APA PRP-108, oriented strand board, Exposure 1 Rated.

2.3 FABRICATION

- A. Provide single top and bottom chords.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install joists in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Do not field cut joists.
- C. Frame openings between joists with lumber. Provide solid blocking at bearing locations.
- D. Installation Tolerances: Maximum 1/2 inch variation from true position.

END OF SECTION

SECTION 06 41 00 - ARCHITECTURAL WOOD CASEWORK

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Samples: Selection samples.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Critical dimensions, delivery and storage, staging and sequencing, and protection of completed work.

1.3 QUALITY ASSURANCE

- A. Fabricator and Installer Qualifications: Firm specializing in work of this Section, with minimum 2 years' experience.
- B. Mockup: 4 feet wide x 4 feet high. Approved mockup may remain as part of the Work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers - Plastic Laminate:
 - 1. Formica. www.formica.com
 - 2. Panolam. www.panolam.com
 - 3. Wilsonart. www.wilsonart.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Sheet Products:
 - 1. Graded in accordance with AWI Architectural Woodwork Standards.
 - 2. Sheet core: Three Layer Particleboard.
- B. High Pressure Plastic Laminate: NEMA LD-3.
 - 1. Horizontal surfaces:
 - a. Postformed surfaces: Grade HGP.
 - 2. Vertical surfaces:
 - a. Other surfaces: Grade VGP.
 - 3. Colors and Texture: To be selected from the manufacturer's full color range of "Commercial Designs Collection" of Wilsonart.
- C. Low Pressure Plastic Laminate: NEMA LD-3, Grade VGL.
 - 1. Colors: White
 - 2. Finish: Matte.
- D. Cabinet Hardware:
 - 1. Door hinges: Compact Bluemotion by Blum.
 - 2. Door and drawer pulls: 4" wire chrome.
 - 3. Drawer slides: Movento by Blum.

4. Adjustable shelf pins: Knappe and Vogt 346.
5. Cable grommets: Doug Mockett 4" black plastic with cap.

2.3 FABRICATION

- A. Cabinets:
 1. Quality: AWI Architectural Woodwork Standards, Premium Grade.
 2. Construction type: Frameless.
 3. Interface style: Overlay.
 4. Exposed exterior surfaces: High pressure plastic laminate.
 5. Exposed interior surfaces: Low pressure plastic laminate.
 6. Semi-exposed surfaces: High pressure plastic laminate.
 7. Fit exposed and semi-exposed edges with matching PVC edging.
 8. Fabricate drawer bodies to full depth of drawer fronts less 1/2 inch.
- B. Plastic Laminate Countertops: To AWI Architectural Woodwork Standards, Section 11, Premium Grade.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with AWI Architectural Woodwork Standards and approved Shop Drawings.
- B. Fasten cabinets to supporting construction.
- C. Adhere countertops with beads of adhesive.

END OF SECTION

SECTION 06 73 00 - COMPOSITE DECKING

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for framing materials.
 - 2. Samples: Selection samples.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with minimum 2 years' experience.

1.3 WARRANTIES

- A. Manufacturer's standard warranty against rot, fungal decay, and termite and insect damage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. TimberTech. www.timbertech.com
 - 2. Trex. www.trex.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Composite Decking:
 - 1. Description: Extruded product consisting of recycled polyethylene and wood fibers, integrally colored.
 - 2. Size: Nominally 2 x 6 inches.
 - 3. Edges: Eased.
 - 4. Color: To be selected from manufacturer's full color range.

2.3 ACCESSORIES

- A. Fasteners: Stainless steel, Type 316.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Place decking to span two or more supports.
- C. Stagger end joints in adjacent rows.
- D. Anchor decking to supports.

END OF SECTION

SECTION 07 13 13 - BITUMINOUS SHEET WATERPROOFING

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for waterproofing.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Project conditions, manufacturer requirements, delivery and storage, staging and sequencing, and protection of completed work.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. Firm specializing in work of this Section with minimum 2 years' experience.
 - 2. Approved by waterproofing manufacturer.

1.4 WARRANTIES

- A. Manufacturer's 2 year warranty against water leakage through waterproofing system.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Carlisle Coatings and Waterproofing. www.carlisleccw.com
 - 2. GCP Applied Technologies. www.gcpat.com
 - 3. Mapei. www.mapei.com
 - 4. W.R. Meadows. www.wrmeadows.com
 - 5. Polyguard Products. www.polyguardproducts.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Bituminous Sheet Membrane Waterproofing System:
 - 1. Type: Preformed rubberized asphalt laminated to polyethylene, with release paper facing, self-adhering.
 - 2. Thickness: Minimum 60 mils.
 - 3. Moisture vapor permeance: Maximum 0.1 perms, tested to ASTM E96/E96M.
 - 4. Water absorption, membrane: Maximum 0.2 percent by weight, tested to ASTM D570.

2.3 ACCESSORIES

- A. Drainage Board: Molded plastic sheet drainage core with geotextile facing.
- B. Protection Board: Waterproofing manufacturer's standard product.

PART 3 EXECUTION

3.1 INSTALLATION - WATERPROOFING

- A. Install waterproofing system in accordance with manufacturer's instructions, NRCA Manual, and approved Shop Drawings.
- B. Terminate top edge of membrane at grade with bead of mastic.
- C. Terminate bottom edge of membrane within 1 inch of bottom of wall; seal edge with trowel bead of mastic.

3.2 INSTALLATION - DRAINAGE BOARD

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

SECTION 07 21 13 - BOARD INSULATION

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for insulation.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified fire hazard requirements.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with a minimum of 2 years' experience.
- B. Regulatory Requirements:
 - 1. Fire Hazard Characteristics: Maximum flame spread/smoke developed rating of 25/50 tested to ASTM E84.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Extruded Polystyrene Insulation: The following manufacturers are acceptable if products meet specified requirements:
 - 1. Atlas. www.atlasrwi.com
 - 2. Dow Chemical. www.dow.com
 - 3. Owens Corning. www.owenscorning.com
- B. Concrete Faced Polystyrene Insulation: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Permabase. www.permabase.com
 - 2. Tech-Crete. www.tech-crete.com
 - 3. T.Clear. www.tclear.com
- C. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Board Insulation:
 - 1. Type: Closed cell extruded polystyrene foam, 25 PSI minimum compressive strength.
 - 2. Meet ASTM C578.
 - 3. Maximum water vapor permeance: 1.5 perms for 1 inch thickness, tested to ASTM E96/E96M.
 - 4. Overall thickness: 2 inches.
 - 5. Thermal resistance: Minimum R value of 5.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install insulation in accordance with the manufacturer's instructions.
- B. Secure insulation with adhesive.

END OF SECTION

SECTION 07 92 00 - JOINT SEALERS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for sealers and accessories.
 - 2. Samples: Selection samples.

1.2 WARRANTIES

- A. Manufacturer's 10 year warranty for exterior sealers against sealer failure.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. BASF. www.basf.com
 - 2. Dow Corning. www.dowcorning.com
 - 3. GE Silicones. www.siliconeforbuilding.com
 - 4. Pecora. www.pecora.com
 - 5. Sika. www.sikausa.com
 - 6. Tremco Sealants. www.tremcosealants.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Exterior Joints Subject to Pedestrian or Vehicular Traffic:
 - 1. ASTM D5893/D5893M, single component silicone type.
 - 2. Movement capability: Plus or minus 50 percent.
 - 3. Color: Gray.
- B. Exterior Joints in Above-Grade Surfaces:
 - 1. ASTM C920, Grade NS, single component polyurethane type, non-sag.
 - 2. Movement capability: Plus or minus 25 percent.
 - 3. Color: To be selected from manufacturer's full color range.
- C. Joints Subject to Continuous Water Immersion:
 - 1. ASTM C920, Grade NS, single component [polyurethane] [polysulfide] type, non-sag, recommended by manufacturer for continuous water immersion.
 - 2. Movement capability: Plus or minus 25 percent.
 - 3. Color: To be selected from manufacturer's full color range.
- D. Interior Joints in Toilet Rooms, Countertops:
 - 1. ASTM C920, Grade NS, single component silicone, non-sag, mildew resistant.
 - 2. Movement capability: Plus or minus 25 percent.
 - 3. Color: To be selected from manufacturer's full color range.
- E. Interior Joints Not Otherwise Specified:
 - 1. ASTM C834, single component acrylic latex, non-sag.
 - 2. Movement capability: Plus or minus 7-1/2 percent.
 - 3. Color: White.

2.3 ACCESSORIES

- A. Joint Backing: ASTM C1330, closed cell polyethylene foam, minimum 1.25 times joint width.

PART 3 EXECUTION

3.1 PREPARATION

- A. Calculate joint dimensions in accordance with ASTM C1472.

3.2 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Install sealers and accessories in accordance with ASTM C1193.
- C. Install acoustical sealers and accessories in accordance with ASTM C919.

END OF SECTION

SECTION 08 11 13 - HOLLOW METAL FRAMES

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data Product Data: Manufacturer's descriptive data and product attributes for doors and frames.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Standard frames:
 - a. Ceco Door. www.cecodoor.com
 - b. Curries. www.curries.com
 - c. Pioneer Industries. www.pioneerindustries.com
 - d. Steelcraft. www.steelcraft.com

- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Steel Sheet: ASTM A1008/1008M, cold rolled.
- B. Door Hardware: Specified in Section 08 71 00.

2.3 FABRICATION

- A. Fabricate doors and frames in accordance with approved Shop Drawings.

2.4 FINISHES

- A. Manufacturer's standard rust inhibiting primer paint, air-dried or baked on, meeting requirements of ANSI/SDI A250.10.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install door hardware as specified in Section 08 71 00.

END OF SECTION

SECTION 08 14 16 - FLUSH WOOD DOORS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for doors.
 - 3. Samples: Selection samples.
- B. Informational Submittals:
 - 1. Certificate of Compliance.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.

1.3 WARRANTIES

- A. Manufacturer's 2 year warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Standard doors:
 - a. Masonite. www.masonite.com
 - b. Oshkosh Door. www.oshkoshdoor.com
 - c. VT Industries. www.vtindustries.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Flush Wood Doors: To WDMA I.S.1A.
 - 1. Core type:
 - a. Solid, fire rated: FD - Fire Resistant Composite Core.
 - b. Solid, non rated: Type PC - Particleboard Core.
 - 2. Wood veneer faces: [Close grain maple hardwood, of quality suitable for opaque finish.]
 - 3. Adhesives: Waterproof type.
 - 4. Glazing beads: Solid wood of species and cut to match face veneers, flush/recessed profile.

2.3 ACCESSORIES

- A. Door Hardware: Specified in Section 08 71 00.
- B. Glass and Glazing Accessories: Specified in Section 08 80 00.

2.4 FABRICATION

- A. Door Fabrication: To WDMA I.S.1A.
 - 1. Grade: Premium.
 - 2. Performance duty level: Standard Duty.
 - 3. Number of plies: 5.
 - 4. Veneer matching:

- a. Leaf match: Book.
 - b. Face match: Running.
 - c. Appearance of pairs, sets, and transoms: Matched.
- B. Factory Finishing:
- 1. Factory finish doors to WDMA I.S.1A, Section F1:
 - 2. Finish system: TR-2 - Catalyzed Lacquer.
 - 3. Color: To be selected from the manufacturer's full color range.
 - 4. Sheen: Satin.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install doors in accordance with the manufacturer's instructions and approved Shop Drawings.
- B. Seal field cut surfaces.
- C. Install door hardware as specified in Section 08 71 00.
- D. Install glass as specified in Section 08 80 00.
- E. Installation Tolerances:
 - 1. Warp: Maximum 1/4 inch in any 3'-0" x 7'-0" portion of door, measured with taut string or straight edge on concave face of door.

END OF SECTION

SECTION 08 33 26 - OVERHEAD COILING GRILLES

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for grilles.
 - 3. Samples: Selection samples.
- B. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.2 SYSTEM DESCRIPTION

- A. Operation: Manual, by lift handles on bottom bar.
- B. Design Cycle Life: 10,000 cycles.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.

1.4 WARRANTIES

- A. Manufacturers' 2 year warranty.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Overhead Coiling Grilles: Following manufacturers are acceptable if products meet specified requirements:
 - 1. ASTA America. www.astaamerica.com.
 - 2. CHI Overhead Doors. www.chiohd.com
 - 3. Clopay. www.clopaydoor.com
 - 4. Dynamic Closures www.dynamicclosures.com
 - 5. Janus International. www.janusintl.com
 - 6. Overhead Door. www.overheaddoor.com
 - 7. Raynor. www.raynor.com
 - 8. Wayne Dalton. www.wayne-dalton.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Aluminum:
 - 1. Extrusions: ASTM B221.
 - 2. Sheet: ASTM B209/B209M.

2.3 COMPONENTS

- A. Grille:
 - 1. Extruded aluminum vertical rods spaced 2 inches on center, aluminum vertical links spaced 9 inches on center; straight pattern.
 - 2. Bottom bar: Tubular aluminum extrusion.

- B. Hood: Minimum 24 gage aluminum with closed ends.
- C. Guides: Extruded aluminum.
- D. Counterbalance: Adjustable, enclosed, helical torsion spring with sealed ball bearings or self-lubricating graphite bearings.
- E. Lock: Chain keeper with padlock provisions.
- F. Finishes:
 - 1. Aluminum: AAMA 611, Architectural Class II anodized, clear. black

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install grille assembly in accordance with manufacturer's instructions and approved Shop Drawings.

END OF SECTION

SECTION 08 41 13 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for entrances and storefronts.
 - 3. Samples: Selection samples.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified design and performance requirements.

1.2 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Design wind pressure: In accordance with the Building Code.
 - 2. Movement: Ambient temperature range of 120 degrees F and a surface temperature range of 160 degrees F.
- B. Performance Requirements:
 - 1. Air infiltration:
 - a. Entrances: Maximum 1.0 CFM for 3'-0" x 7'-0" door or 6'-0" x 7'-0" pair of doors, tested to ASTM E283/E283M at static pressure differential of 1.57 PSF.
 - b. Storefront: Maximum 0.06 CFM per square foot, tested to ASTM E283/E283M at static pressure differential of 6.2 PSF.
 - 2. Water infiltration; storefront: No uncontrolled water leakage, tested to ASTM E331 at minimum static air pressure differential of 10.0 PSF.
 - 3. Uniform structural loading: No glass breakage or permanent damage to fasteners or system components, tested to ASTM E330/E330M at 1.5 times design pressure.
 - 4. Thermal transmittance due to conduction (Uc): Maximum 0.37, tested to AAMA 1503 on two 6'-0" x 6'-0" units with 1 inch thick clear insulating glass.
 - 5. Condensation resistance factor (CRF): Minimum 50, tested to AAMA 1503.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.

1.4 WARRANTIES

- A. Manufacturer's 2 year warranty against water leakage through storefront system.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Standard entrances and storefront:
 - a. EFCO. www.efco.com
 - b. Kawneer. www.kawneer.com
 - c. Oldcastle BuildingEnvelope. www.crhamerica.com
 - d. Tubelite. www.tubeliteinc.com
 - e. YKK AP America. www.ykkap.com

- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Aluminum:
 - 1. Extrusions: ASTM B221.
 - 2. Sheet: ASTM B209/B209M.
- B. Door Hardware:
 - 1. Continuous hinges: ANSI/BHMA 156.26, continuous geared
 - 2. Closers: ANSI/BHMA A156.4; overhead concealed, acting, adjustable closing and latching speed and backcheck, non hold open.
 - 3. Exit Devices:
 - a. UL 305 and ANSI/BHMA A156.3, Grade 1, push pad design, rim type.
 - b. Function: Key unlocks lever. Pull when dogged.
 - 4. Flush bolts: Manual type, 6-inch length, with dustproof strike.
 - 5. Deadlocks: Keyed outside x thumb turn inside; cylinders specified in Section 08 71 00.
 - 6. Push and pull: To be selected from the manufacturer's full range of selections.
 - 7. Thresholds: 4 inches wide x 1/2 inch high, aluminum, saddle profile.
 - 8. Door stops: Floor or Wall mounted; aluminum housing with resilient bumper.

2.3 ACCESSORIES

- A. Anchors: Series 316 stainless steel.
- B. Glass and Glazing Accessories: Specified in Section 08 80 00.

2.4 FABRICATION

- A. Entrances Doors: Wide stile, nominal 5 inch vertical stiles and top rail and 6-1/2 inch bottom rail, thermally broken.
- B. Storefront: Flush glazed, designed to receive 1 inch glass by means of elastomeric gaskets; 1-3/4 inch face width x 4-1/2 inch depth, front glass application, thermally broken.

2.5 FINISHES

- A. Aluminum: AAMA 611, Architectural Class I anodized, black.
- B. Ferrous Metals: Hot-dip galvanized.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Install glass as specified in Section 08 80 00.
- C. Installation Tolerances:
 - 1. Maximum variation from plumb or level: 1/8 inch in 3 feet or 1/4 inch in any 10 feet, whichever is less.
 - 2. Maximum misalignment of members abutting end to end: 1/32 inch.
 - 3. Sealant space between system and adjacent construction: 1/2 inch plus or minus 1/8 inch.

END OF SECTION

SECTION 08 45 13 – POLY CARBONATE PANELS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Vertical wall system glazed with 40mm interlocking translucent multi-walled polycarbonate panels.

1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide a complete system consisting of aluminum frame and polycarbonate glazing capable of withstanding loads as defined by the local governing codes having jurisdiction where the system is to be installed without failure. Failure to include the following:
 - 1. Deflection exceeding specified limits.
 - 2. Thermal stresses transferred to the building structure.
 - 3. Framing members transferring stresses, including those caused by thermal and structural movement to glazing.
 - 4. Weakening of fasteners, attachments and other components.
- B. Deflection Limits: Maximum calculated deflection of any framing member in a direction normal to the glazing plane when subjected to specified design pressures capable of withstanding the effects of the Building Code design loads.
- C. Structural Loads: Provide structural polycarbonate panel assemblies, including anchorage, capable of withstanding the effects of the Building Code design loads.
- D. Water Infiltration: No uncontrolled leakage in accordance with ASTM E 331, at a test pressure of 7.5 psf.
- E. Air Infiltration: Will not exceed 0.05 cfm per square foot of glazing at a differential pressure of 1.57 psf and not to exceed 0.07 cfm per square foot at 6.24 psf in accordance with ASTM E 283.
- F. Uniform Static Air pressure Difference: No damage at 75 psf in accordance to ASTM E 331.
- G. Impact Testing:
 - 1. Small Missile in accordance with ASTM E 1886
- H. Appearance:
 - 1. Panel thickness: 40mm (1.5 inch) nominal
 - 2. Panel profile: 7-wall
 - 3. Panel width: 19-11/16" (inches) nominal.
 - 4. Panel color: Opal.
 - a. Panels shall be uniform in color according to the manufacturer's standard allowable variation.
- I. Thermal Performance: according to NFRC performance standards as follows:
 - 1. Opal IR 7-wall panel: U-factor = 0.26, SHGC = 0.30
- J. Solar Performance:
 - 1. Visible light transmission: Opal "X"-wall = 27% VLT
- K. Flammability:
 - 1. Panel shall have a CC1 fire rating classification when tested in accordance with ASTM D 635 or equivalent.
 - 2. The panel shall have a Class A flame Spread and smoke developed rating when tested in accordance with ASTM E 84.
 - 3. Panel shall have an ignition temperature of 896 degrees F when tested in accordance with ASTM D 1929.

1.3 SUBMITTALS

- A. Product Data Sheets: Submit manufacturer's product data, including details of construction and installation, materials and finish and installation instructions applicable to the configuration.

- B. Shop Drawings:
 - 1. Shall include Plans and / or elevations and details of the system and its installation. Flashing sealants and anchorage shall be clearly indicated.
 - 2. Shall note gauges of brake metal, the finish on the framing and any other information required to properly describe and install the system.
- C. Samples for Selection: Submit manufacturer's samples for each glazing type (4" x 6"), framing system (4"), finish, and color specified.
- D. Manufacturer's Certification: Submit manufacturer's certification that materials comply with specified requirements and are suitable for intended application.
- E. Manufacturer's Project References: Submit list of completed projects including project name and location, name of architect, and type of daylighting manufactured.
- F. Warranty: Submit manufacturer's standard warranty.

1.4 WARRANTY

- A. Warranty: Written warranty, executed by the manufacturer agreeing to repair components of Series 3500 40mm Polycarbonate Glazing system that fail in materials or workmanship within the specified warranty period. Failure includes, but are not limited to the following:
 - 1. Structural failures.
 - 2. Failure of systems to meet performance requirements.
 - 3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
 - 4. Water leakage; defined as uncontrolled water appearing on normally exposed interior surfaces of the glazing system from sources other than condensation, resulting from defects in the Series 3500 system materials or workmanship. [Water controlled by flashing and gutters and drained back to the exterior and that cannot damage adjacent materials or finishes is not water leakage]. Water leakage resulting from improper installations not part of the warranty.
- B. System Warranty: Provide written warranty from manufacturer agreeing to replace materials that exhibit defects from manufacturing or fabrication that contribute to water leakage (as defined above) or Structural failure. The manufacturer will, in a timely fashion, furnish (only) new components to replace those found to be defective.
 - 1. *Warranty Period: 2 year from date of shipment from manufacturer.*
- C. Polycarbonate Warranty: Provide written warranty from manufacturer agreeing to repair or replace work that has or develops defects in the polycarbonate panels. "Defects" is defined as abnormal aging or deterioration.
 - 1. *Warranty period for polycarbonate: 10 years from date of shipment from manufacturer against the following.*
 - a. Yellowing – The changes of yellowing index established in accordance with ASTM D 1925 standard should be less than 10 delta after 10 years, in relation to the original value.
 - b. Change in light transmission of no more than 6% per ASTM D 1003, in relation to the original value.
 - c. No delamination of panel affecting appearance, performance or structural integrity of the 40mm cellular polycarbonate glazing panel.
 - d. No breakage due to direct effect from weather conditions and hail impact as defined by manufacturers written warranty submitted as part of section [1.3/F] in this specification.
- D. Finish Warranty: Provide written warranty from manufacturer agreeing to repair or replace work with finish defects. "Defects" is defined as peeling, chipping, chalking, fading, abnormal aging or deterioration and failure to perform as required.
 - 1. Warranty Period for "Anodized" finish:
 - a. 10 Years from date of shipment from manufacturer.
 - b. Longer warranty periods available upon request if specified.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis-of-Design Product: *Series 3500 40mm Polycarbonate Glazing System* by Duo-Gard Industries Inc., 40442 Koppernick Road, Canton, Michigan 48187. Phone (734) 207-9700. Fax (734) 207-7995. Web Site: www.duo-gard.com.
- B. Substitutions: Refer to Division 01.
- 2.2 MATERIALS
- B. Framing System:
1. Shall be extruded aluminum alloy of 6063-T5, 6005-T5 or 6061-T6 ASTM B 221. All sections shall be formed true to detail and free from defects impairing appearance, strength and durability. Provide integral weep holes in factory supplied sill extrusions and welded corner assemblies to provide end dams.
 2. Thermally improved perimeter aluminum framing members, exclusive of cover caps, shall incorporate minimal thermal bridge location only at fastener locations typically 18" on center unless otherwise noted. Thermal isolation is created through the practice of isolating the components through non-thermally conductive materials.
- C. Glazing Gaskets:
1. Shall be elastomeric, having low friction where in contact with the glazing panel.
 2. Shall be compatible with the polycarbonate glazing panel.
- D. Fasteners:
1. In general, concealed fasteners are to be used for all aluminum framing unless noted in submittal drawings.
 2. In system construction, the use of adhesives and sealants are not allowed.
 3. Where exposed, fasteners shall be stainless steel with stainless steel backed neoprene washers
 4. Concealed fasteners may be stainless steel or zinc-plated steel in accordance with ASTM specifications A165-55 or A164-55.
 5. Bolts, anchors and other fastening devices shall be as required for the strength of the connections and shall be suitable for conditions encountered. Washers shall be of the same material as the fasteners.
- E. Sealants: Single component, non-sag, high performance, non-priming, gun grade sealant furnished by glazing manufacturer.
1. Factory-Applied Sealant: Gunnable, non-hardening, elastomeric sealant. ASTM C 920, Type S, Class 12, Grade NS. Fed Spec TT-S-1657, Type 1.n.
 2. Field-Applied Sealant: Approved by translucent insulated daylighting manufacturer.
 3. Sealant conforms to USDA approval standards.
- F. Flashing:
1. Minimum of .040" thick Aluminum.
 2. Factory formed to project profile(s) in 10-ft. lengths, whenever practical, to allow for field trimming and fitment to suit as-built conditions.
 3. The finish on this flashing metal shall match as closely as possible the finish on the aluminum framing members.
 4. Concealed flashing: Manufacturer's standard corrosion resistant, non-staining, non-bleeding flashing compatible with adjacent materials
 5. Exposed flashing: Aluminum sheet alloy of 5005-H34, thickness as required for proper performance per application.
- G. Polycarbonate Glazing Panels:
1. The extruded panels shall be uniform in color with an integral extruded multi-cell core. The panel's exterior and interior face shall be interconnected and spaced apart by continuous ribs, perpendicular and/or be diagonal "cross" pattern between the exterior and interior face. The space between the faces, in cross section, shall be divided into multiple adjacent intermediate walls parallel to each other. Dual panel and dual wall system with an interstitial space shall not be permitted.
 2. Panels shall consist of a polycarbonate resin with a permanent, co-extruded, ultraviolet protective layer on both faces of the panel. This protective layer shall be co-extruded by the manufacturer during the original manufacturing process of the panel and shall be a permanent, non-removable,

part of the panel. Post applied coating or films of dissimilar materials are unacceptable and not allowed.

3. Provide Modular, Tongue and Groove interconnecting, multi-walled polycarbonate panel as follows:
 - a. Thickness: 40mm (1.57 or 1-9/16 inch) nominal.
 - b. Manufactured in The United States.
 - c. Color selected from manufacturer's standard available colors by Architect.
 - d. Extruded one single length for each glazing area. Transverse connections are not acceptable.
 - e. Provide panel with the following Visible Light Transmission: 27%.

2.3 FABRICATION

- A. Fabricate framing components as follows:
 1. Factory prepare, fit and assemble components where practical prior to delivery.
 2. Fabricate components that, when assembled, will fit precisely and accurately with mitered or coped ends producing hairline joints free of burrs and distortion.
 3. Fabricate components to accommodate thermal expansion and contraction, field adjustment and provide minimum clearance and shimming for proper glazing system installation and performance.
 4. Fabricate components to properly drain water passing through joints; drain condensation and moisture occurring and mitigating within glazing system to the exterior through internal guttering and a weep system.
 5. Fabricate components to ensure that glazing is properly isolated for low friction thermal and physical movement within the glazing system.
 6. Fabricate components with straight, sharp profiles and edges free from defects or deformations before finishing.
 7. Fabricate, fit and assemble components to the greatest extent practical before finishing.
 8. Reinforce components and member as required to retain fastener thread and engagement.
 9. Fabricate glazing retainer bars for fastener placement at 12" on center.
 10. Weld components before finishing and in concealed location to greatest extent practical to minimize distortion and/or discoloration.
- B. Provide aluminum framing to the longest lengths possible to minimize splice joints. Splice joints will be sealed and locked with at least a six inch offset between frame components.
- C. Provide welded corner assemblies where practical.
- D. Prepare aluminum framing components for anchors and connection devices, fasteners and hardware.
- E. Glazing Panels:
 1. Polycarbonate panels will be extruded and fabricated in one single length for each glazing area. Transverse panel connections are not acceptable. One glazing area is defined as the area between 2 adjacent tongue and groove joints, from head to sill framing.
 2. Glazing panels will be shop fabricated to a "rough" size allowing easy field cutting/fitting to accommodate proper thermal movement within aluminum framing based on seasonal conditions at time of installation.
 3. The internal cellular structure of the glazing panel will be properly blown clean of any manufacturing debris prior to shipment and installation.

2.4 ALUMINUM FINISHES

- A. General: Comply with NAAMM "Metal Finish Manual" recommendations for application and designations of finishes.
- B. Finish designations prefixed by AA conform to the system for designations of aluminum finished established by the Aluminum Association.
 1. "Color" Anodized Finish Class 1 AA-M10 C22 A42/A44 in accordance with AAMA 611-12 Architectural Class 1 anodized finish.
 - a. Color: [Insert Color choice from below].
 1. ("Black")

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive translucent glazing. Notify Contractor / Architect of conditions that would adversely affect installation or subsequent utilization of daylighting. Do not proceed with installation until unsatisfactory conditions are corrected.
- B. Ensure supports to receive translucent insulated daylighting are clean, flat, level, plumb, square, accurately aligned, and correctly located.
- C. All submitted opening sizes, dimensions and tolerances are to be field verified by the installer unless otherwise stipulated.
- D. Installer to examine site conditions to verify readiness. Notify general contractor or owner about any defects requiring corrections, including but not limited to improperly sloping sill substrates and uneven planar substrates. Do not work until conditions are satisfactory

3.2 INSTALLATION

- A. Install components in strict accordance with manufacturer's instructions and approved shop drawings. Use proper fasteners and hardware for material attachments as specified.
- B. Use methods of attachment to structure which include provisions for thermal movement.
- C. Glazing shall be installed in accordance with panel and system manufacturer's guidelines.
- D. Install daylighting including flashing, fasteners, hardware, gaskets, joint sealants, and glazing materials required for a complete, weathertight installation.
- E. Remove all protective coverings on polycarbonate panels during or immediately after installation.
- F. Apply joint sealants in accordance to sealant and system manufacturer's guidelines. Use sealant approved by system manufacturer as specified previously in specification.
- G. Repair any minor installation marks or damage to metal finish in accordance with manufacturer's instructions and as approved by Architect. Remove and replace damaged components that cannot be successfully repaired as determined by Architect.

3.4 CLEANING

- A. During installation, protect exposed surfaces against accumulation of paint, caulking, disfiguration and damage.
- B. Interior glazing surfaces shall be cleaned as the panels are being installed. The exterior shall be cleaned as each phase of the work is completed.
- C. Remove excess joint sealant in accordance with sealant manufacturer's instructions.
- D. Clean inside and outside of glazing panels immediately after installation and after joint sealants have cured.
- E. Follow panel manufacturer's instructions when cleaning exposed panel surfaces. Clean polycarbonate and frame at time of installation.
- F. Clean glazing panels in accordance with panel and system manufacturer's instructions and guidelines.
- G. Do not use harsh cleaning materials or methods that would damage metal finish or glazing.

3.5 PROTECTION

- A. Protect installed translucent insulated daylighting from damage during construction.
- B. Remove and replace damaged daylighting components as determined by Architect.

END OF SECTION

SECTION 08 71 00 - DOOR HARDWARE

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for hardware.
 - 3. Samples: Selection samples.
- B. Closeout Submittals:
 - 1. Keying list.
 - 2. Keys.

1.2 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Owner's keying requirements.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.

1.4 WARRANTIES

- A. Manufacturer's 2 year warranty for all mechanical hardware.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Butt Hinges: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Assa Abloy. www.assaabloy.com
 - 2. Bommer. www.bommer.com
 - 3. Hager. www.hagerco.com
 - 4. Stanley. www.stanleyhinges.com
- B. Locksets, Latchsets, Deadbolts, and Cylinders: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Assa Abloy. www.assaabloy.com
 - 2. Best Access. www.bestaccess.com
 - 3. Corbin Russwin. www.corbinrusswin.com
 - 4. Sargent Manufacturing. www.sargentlock.com
- C. Closers: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Allegion. www.allegion.com
 - 2. Assa Abloy. www.assaabloy.com
 - 3. Corbin Russwin. www.corbinrusswin.com
 - 4. DormaKaba. www.dormakaba.com
 - 5. Sargent Manufacturing. www.sargentlock.com
- D. Substitutions: Refer to Division 01.

2.2 COMPONENTS

- A. Butt Hinges:
 - 1. ANSI/BHMA A156.1, full mortise type.
 - 2. Weight: Heavy weight.
 - 3. Bearing type: Ball bearing.
 - 4. Size: 4-1/2 x 4-1/2 inches.
- B. Locksets, Latchsets, Deadbolts, and Cylinders:
 - 1. Locksets and latchsets:
 - a. Type: ANSI/BHMA A156.13, Grade 2, mortise, lever handles.
 - b. Lever design: To be selected from manufacturer's full range of selections.
 - 2. Cylinders: Solid brass, 6 pin, To match existing.
 - 3. Keying: Master key to existing master key system; key each lock as directed by Owner.
 - 4. Keys: Furnish six keys per lock and six master keys.
- C. Electric Strikes: ANSI/BHMA A156.31, fail-safe.
- D. Closers: ANSI/BHMA A156.4, overhead exposed, plastic cover, sized to door conditions.
- E. Door Coordinators: Rockwood Universal 1700-US28 or approved substitute.
- F. Door Wall Stops: Rockwood Wrought Concave; 409-US32D or approved substitute.
- G. Push / Pull Plates: Rockwood No. 107 or approved equal.
- H. Kick Plates: 8 inches high x door width less 2 inches.
- I. Silencers: .5" diameter, gray rubber or approved substitute.
- J. Finishes: ANSI/BHMA A156.18.
 - 1. Door closers: Finish No. 689, silver enamel.
- K. Other: Finish No. 626, satin chrome plated.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install hardware in accordance with the manufacturer's instructions and the approved Hardware Schedule.

END OF SECTION

SECTION 08 80 00 - GLAZING

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for glass and accessories.
 - 2. Samples: Selection samples.

1.2 SYSTEM DESCRIPTION

- A. Glass Thicknesses:
 - 1. Size glass to withstand positive and negative wind pressure acting normal to plane in accordance with Building Code, measured in accordance with ASTM E330.
 - 2. Provide glass in thicknesses and strengths to meet or comply with ASTM E1300.
- B. Thermal and Optical Performance Properties: Provide glass meeting specified performance properties, based on manufacturer's published test data for units of thickness indicated:
 - 1. U-factor: NFRC 100.
 - 2. Solar heat gain coefficient: NFRC 200.
 - 3. Solar optical properties: NFRC 300.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with a minimum of 2 years' experience.
- B. Regulatory Requirements:
 - 1. Provide safety glass for locations required by the Building Code, tested and labeled to CPSC 16 CFR 1201.
- C. Perform Work in accordance with:
 - 1. NGA Engineering Standards Manual.
 - 2. NGA Laminated Glazing Reference Manual.
 - 3. NGA GANA Sealant Manual.
 - 4. IGMA TB-3001.

1.4 WARRANTIES

- A. Insulating Glass Units: Manufacturer's 10 year warranty against obstruction of vision through unit.
- B. Low-E Coatings: Manufacturer's 10 year warranty against peeling, cracking, and deterioration of coating,

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Guardian Industries. www.guardian.com
 - 2. Oldcastle. www.obe.com
 - 3. Pilkington. www.pilkington.com
 - 4. Viracon. www.viracon.com
 - 5. Vitro Architectural Glass. www.vitroglazings.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Clear Tempered Glass: ASTM C1048, Quality q3 glazing select, Kind FT fully tempered.

2.3 FABRICATION

- A. Tempered Glass: ASTM C1048.
- B. Sealed Insulating Glass: ASTM E2190.
- C. Low-E Coated Glass: Apply low-emissivity coating to scheduled glass surface.
- D. Fabrication Tolerances: ASTM C1036 and ASTM C1048.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install glass in accordance with the glass manufacturer's instructions.

3.2 SCHEDULES

- A. Glass Type 1:
 - 1. Description:
 - a. Outboard lite: Nominally 1 inch thick tinted glass, tempered where required, with low-e coating on No. 3 surface.
 - b. Inboard lite: Nominally 1/4 inch thick clear glass, tempered.
 - 2. Total unit thickness: 1 inch.
 - 3. Performance characteristics:
 - a. U value: 0.38.
 - b. Shading coefficient: 0.40.
 - 4. Locations: Aluminum-framed entrances and storefronts.
- B. Glass Type 2:
 - 1. Description: Nominally 1/4 inch thick clear tempered glass.
 - 2. Locations: Interior doors and glazed openings at locations subject to human impact.

END OF SECTION

SECTION 09 29 00 - GYPSUM BOARD

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for each gypsum board.

1.2 QUALITY ASSURANCE

- A. Fire Resistance Ratings: Construct assemblies to achieve fire resistance ratings indicated.
- B. Acoustic Ratings: Construct assemblies to achieve acoustic ratings indicated on Drawings, tested to ASTM E90 and classified in accordance with ASTM E413.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. CertainTeed. www.certainteed.com
 - 2. GP Gypsum. www.gp.com
 - 3. National Gypsum. www.nationalgypsum.com
 - 4. USG. www.usg.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS - GYPSUM PANELS

- A. Gypsum Board: ASTM C1396/C1396M, paper-faced, 48 inches wide x 5/8 inch thick maximum practical length, tapered edge.
- B. Abuse-Resistant Gypsum Board: ASTM C1396/C1396M and ASTM C1629/C1629M, Classification Level 3, paper-faced, 48 inches wide x 5/8 inch thick, maximum practical length, tapered edge; apply to where indicated on schedule.

2.3 ACCESSORIES

- A. Fasteners: ASTM C1002, Type W screws.
- B. Acoustical Insulation: ASTM C665, glass fiber composition, unfaced.
- C. Trim Accessories: ASTM C1047, formed steel, minimum 26 gage, hot dip galvanized, expanded flanges.
- D. Joint Treatment Materials: ASTM C475/C475M.

PART 3 EXECUTION

3.1 INSTALLATION - GYPSUM PANELS

- A. Install panels and accessories in accordance with ASTM C754, GA-216, and manufacturer's instructions.

3.2 INSTALLATION - ACCESSORIES

- A. Install in accordance with manufacturer's instructions.
- B. Install corner reinforcement at outside corners.
- C. Install casings where indicated and where gypsum board abuts dissimilar materials or stops with edge exposed.
- D. Install control joints at walls and partitions at changes in backup material, maximum 30 feet on center, and above one jamb of openings in partitions.

3.3 JOINT TREATMENT

- A. Treat joints and fasteners in gypsum board in accordance with GA-214.
- B. Levels of Finish:
 - 1. Surfaces in service corridors, janitor closets: Level 1 finish.
 - 2. Surfaces to receive eggshell paints: Level 4 finish.
 - 3. Surfaces to receive semigloss, gloss paints: Level 5 finish.

END OF SECTION

SECTION 09 51 00 - ACOUSTICAL CEILINGS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for acoustical units and suspension grid.
 - 3. Samples.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified fire hazard requirements.
- C. Closeout Submittals:
 - 1. Extra materials: One unopened carton of each acoustical unit.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.
- B. Regulatory Requirements:
 - 1. Fire hazard classification: Class A rated, tested to ASTM E1264.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acoustical Panels: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Armstrong. www.armstrong.com
 - 2. Certaineed. www.certainteed.com
 - 3. Rockfon. www.rockfon.com
 - 4. USG. www.usg.com
- B. Suspension System: Following manufacturers are acceptable if products meet specified requirements:
 - 1. Armstrong. www.armstrong.com
 - 2. Rockfon. www.rockfon.com
 - 3. USG. www.usg.com
- C. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Suspension Grid System:
 - 1. ASTM C635, intermediate duty.
 - 2. Grid type: Exposed T.
 - 3. Material: Galvanized steel.
 - 4. Runners: 15/16 inch exposed face width, flush profile.
 - 5. Perimeter molding: Angle shape.
 - 6. Finish: Factory applied enamel, white color.
- B. Acoustical Panels:
 - 1. Source: Ultima by Armstrong or approved substitute.
 - 2. Size: 24 x 24 inches x 5/8 inch thick.

3. Edge configuration: Square.

2.3 ACCESSORIES

- A. Support Channels: Galvanized steel.
- B. Hanger Wire: ASTM A641, minimum 12 gage galvanized steel.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install ceilings in accordance with ASTM C636 and CISCA Handbook.
- B. Minimize panels less than one-half size.
- C. Install molding around perimeters and abutting surfaces.
- D. Install main tees at maximum 48 inches on center.
- E. Install cross tees to form 24 x 24 inch modules.
- F. Installation Tolerances: Ceilings level to 1/8 inch in 12 feet.

END OF SECTION

SECTION 09 61 16 – FLOOR SEALER

PART 1 GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Project conditions, manufacturer requirements, delivery and storage, staging and sequencing, and protection of completed work.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for coatings.
- B. Closeout Submittals:
 - 1. Maintenance Data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with a minimum of 2 years' experience.
- B. Mockup: 10 x 10 feet. Approved mockup may remain as part of the Work.

1.4 WARRANTY

- A. Manufacturer's 10 year warranty against dusting, water penetration, and loss of adhesion of finish flooring materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. BASF. www.basf.com
 - 2. Curecrete. www.curecrete.com
 - 3. Dayton Superior. www.daytonsuperior.com
 - 4. Kemiko, www.kemiko.com
 - 5. W. R. Meadows. www.wrmeadows.com
 - 6. Nox-Crete. www.nox-crete.com
 - 7. Prosoco. www.prosoco.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Floor Sealer:
 - 1. Type: Acrylic, topical.
 - 2. Color: Colorless.
 - 3. Source: SingleStep by Prosoco or approved substitute.
 - 4. Gloss: Semigloss.
- B. Mixes: In accordance with manufacturer's instructions.

PART 3 EXECUTION

3.1 PREPARATION

- A. Clean surfaces to ASTM D4258, ASTM D4259, or ASTM D4260.

3.2 APPLICATION

- A. Apply in accordance with manufacturer's instructions.
- B. Apply in two coats; do not over apply.

3.3 FIELD QUALITY CONTROL

- A. Measure slip resistance using BOT-3000 slip-tester; ensure compliance with specified slip resistance rating.

END OF SECTION

SECTION 09 65 13 - RESILIENT BASE

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for base.
 - 2. Samples: Selection samples.
- B. Closeout Submittals:
 - 1. Extra materials: One unopened carton of each base.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Allstate Rubber. www.allstaterubber.com
 - 2. Armstrong. www.armstrong.com
 - 3. Mannington. www.mannington.com
 - 4. M-D Pro. www.mdpro.com
 - 5. Roppe. www.roppe.com
 - 6. Tarkett. www.tarkettna.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Resilient Base:
 - 1. Type: ASTM F1861, rubber.
 - 2. Thickness: 0.080 inch.
 - 3. Profile: Coved.
 - 4. Height: 4 inches.
 - 5. Color: To be selected from the manufacturer's full color range.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Inside Corners: Miter and butt.
- C. Outside Corners: Field formed by "V" cutting back of base to 2/3 thickness and bending around corner.

END OF SECTION

SECTION 09 65 15 - RESILIENT STAIR TREADS AND RISERS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for treads and risers.
 - 2. Samples: Selection samples.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified fire hazard and coefficient of friction requirements.
- C. Closeout Submittals:
 - 1. Maintenance Data.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.
- B. Regulatory Requirements:
 - 1. Static coefficient of friction: Minimum 0.8, tested to ASTM D2047.
 - 2. Fire hazard classification: Class I rated, tested to ASTM E648.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Armstrong. www.armstrong.com
 - 2. M-D Pro. www.mdpro.com
 - 3. Roppe. www.roppe.com
 - 4. Tarkett. www.tarkettna.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Stair Treads:
 - 1. ASTM F2169.
 - 2. Source: 80/81 Ribbed by Roppe or approved substitute.
 - 3. Composition: Rubber.
 - 4. Thickness: 3/16 inch.
 - 5. Color: To be selected from manufacturer's full color range.
- B. Stair Risers:
 - 1. Composition: Rubber.
 - 2. Profile: Smooth, coved at bottom edge.
 - 3. Thickness: 0.080 inch.
 - 4. Color: To be selected from manufacturer's full color range.
- C. Stair Stringers:
 - 1. Composition: Rubber.
 - 2. Profile: Smooth.
 - 3. Thickness: 0.080 inch.
 - 4. Color: To be selected from manufacturer's full color range.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Fit resilient accessories tight to treads, risers and stringers.

END OF SECTION

SECTION 09 91 00 - PAINTING

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for each paint product.
 - 2. Samples: Selection samples.
 - 3. Paint Schedule: Indicate surface types, primers, paints, and stains.
- B. Closeout Submittals:
 - 1. Extra materials: 1 gallon gallon of each type and color.

1.2 QUALITY ASSURANCE

- A. Applicator Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.
- B. Materials, Preparation, and Workmanship: Conform to MPI Painting Manual.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Benjamin Moore. www.benjaminmoore.com
 - 2. International. (www.international-pc.com)
 - 3. PPG. www.ppgpaints.com
 - 4. Pratt and Lambert. www.prattandlambert.com
 - 5. Sherwin Williams. www.sherwin-williams.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Paints: As scheduled at end of Section, or approved substitute.
 - 1. Top Coat Basis of Design: Sherwin Williams Pro Classic
 - 2. Primers: As recommended by Sherwin Williams.

PART 3 EXECUTION

3.1 APPLICATION

- A. Gypsum Board: Apply light orange peel texture in accordance with texture manufacturer's instructions; except do not apply texture to surfaces scheduled for Level 5 Finish.
- B. Apply paints in accordance with manufacturer's instructions and MPI Painting Manual, Premium Grade finish requirements.

3.2 PAINT SCHEDULE

SUBSTRATE	MANUFACTURER	PRIMER	TOPCOATS
Interior Surfaces:			
Gypsum Board, Alkyd Enamel Finish	Sherwin Williams	1 coats	2 coats

SUBSTRATE	MANUFACTURER	PRIMER	TOPCOATS
Gypsum Board, Epoxy Finish	Sherwin Williams	1 coat	2 coats
Ferrous and Galvanized Metals	Sherwin Williams	1 coat	2 coats

END OF SECTION

SECTION 10 14 23 - INTERIOR PANEL SIGNS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for signs.
 - 3. Samples: Selection samples.

1.2 QUALITY ASSURANCE

- A. Mockup: One full-size sign. Approved mockup may remain as part of the Work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. APCO Graphics. www.apcosigns.com
 - 2. Best Sign Systems. www.bestsigns.com
 - 3. Erie Custom Signs. www.eriecustomsigns.com
 - 4. Seton Identification Products. www.seton.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Signs:
 - 1. Type: Raised photopolymer characters and Braille, chemically fused to the PETG surface.
 - 2. Thickness: 1/8 inch.
 - 3. Color: To be selected from manufacturer's full color range.
- B. Fabrication:
 - 1. Characters:
 - a. Height: 5/8 inch.
 - b. Style: Sans serif style to be selected, upper case.
 - 2. Pictograms: Standard international pictograms.
- C. Provide round Grade II Braille indications with contractions placed below each corresponding character.
- D. Corners: Square.
- E. Edges: Beveled.
- F. Border: 3/8 inch wide.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

3.2 SCHEDULE

LOCATION	SIGN SIZE	CONTENT
Restrooms (2)	See Drawings	
Mechanical	6"x6"	
Storage	6"x6"	

END OF SECTION

SECTION 10 21 14 - METAL TOILET COMPARTMENTS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for compartments and hardware.
 - 3. Samples: Selection samples.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section with minimum 2 years' experience.
- B. Regulatory Requirements:
 - 1. Fire Hazard Classification: Class A rated, tested to ASTM E84.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. ASI Accurate Partitions. www.asi-accuratepartitions.com
 - 2. ASI Global Partitions. www.asi-globalpartitions.com
 - 3. Knickerbocker Partition. www.knickerbockerpartition.com
 - 4. Metpar. www.metpar.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Galvanized Steel Sheet: ASTM A591/A591M.
- B. Stainless Steel: ASTM A666, Type 304 or 316.
- C. Core: Water-repellant Kraft paper honeycomb.
- D. Head Rail: Extruded aluminum with anti-grip top surface.
- E. Hardware: Aluminium.

2.3 FABRICATION

- A. Configurations:
 - 1. Privacy type: Sightproof, integral to door construction.
 - 2. Toilet partitions: Floor anchored, headrail braced, with pilasters.
 - 3. Urinal screens: Wall hung.
 - 4. Door and partition height above floor: 6 inches.
- B. Hardware:
 - 1. Two hinges, door latch, pull, door strike and keeper, and coat hook/door stop for each door.
 - 2. Provide additional pull and coat hook/door stop on inside of outswinging doors.

2.4 FINISHES

- A. Steel: Thermosetting acrylic enamel, color to be selected from manufacturer's full color range.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Provide 3/8 to 1/2 inch vertical clearances between walls, panels, doors, and pilasters.
- C. Adjust for floor variations with screw jack integral in pilasters.

END OF SECTION

SECTION 10 28 13 - TOILET ACCESSORIES

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Product Data: Manufacturer's descriptive data and product attributes for each accessory.
 - 2. Samples: Selection samples.

1.2 QUALITY ASSURANCE

- A. Conform to the applicable accessibility code for locating accessories.

1.3 WARRANTIES

- A. Manufacturer's 5 year warranty against mirror silver spoilage.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. AJW Architectural Products. www.ajw.com
 - 2. American Specialties. www.americanspecialties.com
 - 3. Bobrick Washroom Equipment. www.bobrick.com
 - 4. Bradley. www.bradleycorp.com
 - 5. GAMCO. www.gamcousa.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Stainless Steel:
 - 1. Sheet: ASTM A666.
 - 2. Tubing: ASTM A269.
- B. Galvanized Steel: ASTM A1008/1008M.
- C. Mirror Glass: ASTM C1036, 1/4 inch thick.

2.3 FINISHES

- A. Stainless Steel: No. 4 satin.
- B. Galvanizing: ASTM A123/A123M to 1.25 ounces per square foot.
- C. Chrome Plating: ASTM B456, Type SC 2, polished.
- D. Polyethylene: White.
- E. Enamel: White.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

3.2 SCHEDULE

MARK	DESCRIPTION	MANUFACTURER	MODEL
TA-1	Towel Dispenser and Waste Receptacle	Bobrick	B-9262
TA-2	Toilet Paper Dispenser	Bobrick	B-2892
TA-3	Soap Dispenser	Bobrick	By Owner
TA-5	Feminine Tampon/Napkin Disposal	Bobrick	B-254
TA-6	Grab Bars	Bobrick	B6806; 18,36,42
TA-7	Coat Hook	Bobrick	B692
TA-8	Mop and Broom Holder		B223-24
TA-9	Framed Mirror	Bobrick	B290; 2436

END OF SECTION

SECTION 10 44 13 - FIRE EXTINGUISHERS AND CABINETS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for extinguishers and cabinets.
 - 3. Samples: Selection samples.
- B. Closeout Submittals:
 - 1. Maintenance Data.

1.2 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. Provide fire extinguishers complying with UL 711 and NFPA 10.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. JL Industries. www.jlindustries.com
 - 2. Larsen's Mfg. www.larsensmfg.com
 - 3. Potter Roemer. www.potterroemer.com
- B. Substitutions: Refer to Division 01.

2.2 COMPONENTS

- A. Extinguishers: Multi-purpose dry chemical type, UL 299, stainless steel tank, Class 2A:10B:C, 5 pound nominal capacity.
- B. Cabinets:
 - 1. Formed galvanized steel
 - 2. Configuration: Semi-recessed, sized to accommodate extinguishers.
 - 3. Trim: Flat trim.
 - 4. Door:
 - a. Break glass style, equipped with recessed pull handle and latch.
 - b. Glazing: Clear acrylic.
 - c. Graphics: Letter FIRE EXTINGUISHER vertically on door in red die-cut vinyl letters.
- C. Brackets: Formed galvanized steel, sized to accommodate extinguisher.

2.3 FINISHES

- A. Cabinet: Baked enamel, white color.
- B. Brackets: Baked enamel, white color.
- C. Extinguishers: Baked enamel, red.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions.

END OF SECTION

SECTION 11 66 00 – ATHLETIC EQUIPMENT

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes.
 - 3. Samples: Selection samples.
- B. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.2 QUALITY ASSURANCE

- A. Installer Qualifications: Firm specializing in work of this Section, with minimum 2 years' experience.
- B. Regulatory Requirements:
 - 1. Gymnasium Divider Fabric: Fire resistant, tested to NFPA 701 under large scale test.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Draper. www.draperinc.com
 - 2. Jaypro Sports. www.jaypro.com
 - 3. Performance Sports Systems. www.perfsports.com
 - 4. Porter Athletic. www.gillporter.com
- B. Substitutions: Refer to Division 01.

2.2 MANUFACTURED UNITS

- A. Gymnasium Divider Curtain:
 - 1. Source: Model Ridge-Fold by Draper or approved substitute.
 - 2. Description: Bottom roll-up type rolling on continuous batten tube concealed in bottom of curtain. Custom engineered to confirm to the slope of the roof structure.
 - 3. Fabric: Combination of mesh on the top and solid on the bottom.
 - 4. Motor: Electric winch, minimum 3/4 HP, 3-position key lock wall switch, momentary contact.
 - 5. Fabric: Solid bottom and 80 to 85 percent open mesh top, color to be selected from manufacturer's full color range.
- B. Column Protective Mats:
 - 1. Source: Model EcoVision by Draper or approved substitute.
 - 2. Description: 2 inch thick urethane foam core bonded to oriented strand board backing, vinyl covered, color to be selected from manufacturer's full color range.
 - 3. Size: 6'-0" tall, Custom fabricated to wrap around column on three sides.
 - 4. Attachment: Concealed Z-shaped clips.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

END OF SECTION

SECTION 12 36 16 - SOLID SURFACING COUNTERTOPS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for solid surfacing.
 - 3. Samples: Selection samples.
- B. Informational Submittals:
 - 1. Test Reports: Certified test results for product flammability.
- C. Closeout Submittals:
 - 1. Maintenance Data.

1.2 QUALITY ASSURANCE

- A. Fabricator and Installer Qualifications: Firm specializing in work of this Section with minimum [2] [] years' experience.
- B. Mockup: One full size countertop. Approved mockup may remain as part of the Work.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Contract Documents are based on products by Aristech. www.aristechs-surfaces.com
- B. Substitutions: Refer to Division 01.

2.2 MATERIALS

- A. Solid Surfacing:
 - 1. Source: Avonite by Aristech Surfaces.
 - 2. Description: Non-porous, homogeneous material, same composition throughout, acrylic polymer, aluminum trihydrate filler, and pigments.
 - 3. Thickness: 3 mm.
 - 4. Flame spread/smoke developed rating: Class A tested to ASTM E84.
 - 5. Color: Galactic Ice 7790.

2.3 FABRICATION

- A. Fabricate in accordance with the manufacturer's instructions and approved Shop Drawings.
- B. Fabricate back and side splashes, aprons, and trim from solid surfacing in color to match countertops.
- C. Finish exposed edges to a smooth, uniform bullnose profile.
- D. Ease exposed edges to 1/16 inch radius.
- E. Surface Finish: Satin.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with manufacturer's instructions and approved Shop Drawings.

END OF SECTION

SECTION 13 34 19 - METAL BUILDING SYSTEMS

PART 1 GENERAL

1.1 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction. Indicate loads to be transferred to the footings on a drawing showing grids and frame locations.
 - 2. Product Data: Manufacturer's descriptive data and product attributes for framing system, panels, and accessories.

1.2 SYSTEM DESCRIPTION

- A. Metal Building System: Clear span rigid frame.
- B. Design Requirements:
 - 1. Design in accordance with MBMA Manual and AISC Specifications.
 - 2. Total load deflection: L/240.
 - 3. Thermal expansion and contraction: Withstand movement caused by an ambient temperature range of 120 degrees F and a surface temperature range of 160 degrees F.
- C. Design Loads: Design system to withstand:
 - 1. Live and dead loads in accordance with 2015 International Building Code.
 - 2. Design wind pressure in accordance with Building Code, with maximum allowable deflection of L/180.
 - 3. Limit deflection of framing members to H/60.
- D. System design to be performed by qualified professional engineer licensed in State of Iowa.

1.3 QUALITY ASSURANCE

- A. Designer to be performed by Professional Structural Engineer licensed in State of Iowa.
- B. Installer Qualifications: Firm specializing in work of this Section with minimum 10 years' experience.

1.4 WARRANTIES

- A. Manufacturer's standard warranty against flaking, chipping, cracking, fading, or delamination of panel finish.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Following manufacturers are acceptable if products meet specified requirements:
 - 1. Ceco Building Systems. www.cecobuildings.com
- B. Substitutions: Not permitted.

2.2 MATERIALS

- A. Framing:
 - 1. Primary components: ASTM A36/A36M.
 - 2. Secondary components: ASTM A1008/A1008M.
- B. Steel Sheet: ASTM A653/A653M galvanized steel, Structural Quality, G90 galvanized coating class.

- C. Insulation: ASTM C665,
 - 1. Roof: R-value of 38, maximum flame spread/smoke developed rating of 25/50.
 - 2. Walls: R-value of 30, maximum flame spread/smoke developed rating of 25/50. White poly/scrim/Kraft-faced fiberglass blankets.

2.3 FABRICATION

- A. Steel Framing Components: Fabricate in accordance with AISC and AISI Specifications.
- B. Wall Panels:
 - 1. 26 gage, precoated sheet.
 - 2. Match existing; 36 inches wide x 1-1/2 inches high, major corrugations at 12 inches on center and minor corrugations at 4 inches on center, interlocking edges.
- C. Roof Panels:
 - 1. 24 gage, standing seam, aluminum-zinc alloy coated steel sheet.
- D. Gutters and Downspouts: Precoated sheet.

2.4 FINISHES

- A. Framing Members: Shop prime painted.
- B. Panels and Trim: AAMA 621, fluoropolymer coating, 50 percent PVDF resins, color to be selected from manufacturer's full color range.
- C. Gutters and Downspouts: AAMA 621, fluoropolymer coating, 50 percent PVDF resins, color to be selected from manufacturer's full color range.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install in accordance with AISC and AISI Specifications, manufacturer's instructions, and approved Shop Drawings.

END OF SECTION

SECTION 22 00 00 - MECHANICAL

PART 1 GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Project conditions, manufacturer requirements, delivery and storage, staging and sequencing, and protection of completed work.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes.
 - 3. Coordinate final design with the Architect by providing design calculations and manufacturer product information to show system suitability.
 - 4. Provide shop drawings and installation plans for all work for review before the start of work.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified design and performance requirements.
- C. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. A company specializing in the work of this Section, with a minimum of 2 years' experience.
- B. Regulatory Requirements:
 - 1. Final responsibility for code compliance rests with the Mechanical Contractor.
 - 2. Perform all work per adopted codes, ordinances, and laws governing the project location and applicable requirements of the local utility companies and industries.
 - 3. Obtain approval and secure and pay all fees necessary for permits and inspections as required by the authorities having jurisdiction.
 - 4. If required by authorities having jurisdiction, employ a qualified professional engineer licensed in the State of Iowa to review and certify the final system design. Submit calculations and drawings as necessary for approval.
 - 5. Systems development fees and similar charges are not to be included in the bid, as the Owner will pay them directly to the utility agency upon notification.

1.4 COORDINATION

- A. Provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on drawings and specified herein, including all labor, materials, equipment, and incidentals necessary and required to complete the work.

1.5 DESIGN CRITERIA

- A. The Mechanical Contractor is responsible for finalizing the system designs and shall provide a fully code-compliant system to heat and cool the building adequately.

- B. The Mechanical Contractor shall calculate and determine equipment heating and cooling loads before submission of bids. HVAC units must be fully operational and meet the following space conditions:
 - 1. Winter Heating: 74 degrees F. with 25% relative humidity
 - 2. Summer Cooling: 68 degrees F. with 45% relative humidity
- C. The Mechanical Contractor shall confirm the final ductwork sizing and layout with the drawings and include all registers, grilles, and components for a complete system.
- D. Comply with ASHRAE and 2015 IMC code requirements for fresh air.
- E. Comply with the 2012 IECC for energy efficiency.
- F. All equipment shall be Energy Star rated.

1.6 WARRANTY

- A. Provide a one-year warranty against defects in work quality and materials.
 - 1. Provide the manufacturer's extended 5-year warranty on heating and condenser unit parts
- B. Provide warranty and system service for the HVAC system for performance, balancing, and adjustment for the 15 months following substantial completion.
 - 1. All callbacks during the 15 months are free to the owner, except for cases of misuse or abuse.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Only products of reputable manufacturers, as determined by the Owner and Architect, will be acceptable.
- B. Substitutions: Refer to Division 01.

2.2 HVAC EQUIPMENT

- A. The equipment in the schedule is the basis of design and indicates the manufacturer, quality, and intent. With the Architect's approval, other manufacturers' products complying with specifications may be acceptable.

RTU1, RTU2: High-efficiency heat pump packaged rooftop units.
 Basis of Design: Trane Voyager 3 Rooftop Units or approved equal.
 Electric / Electric
 Symbio 700 Controls
 Refrigerant: R-454 B.
 Energy recovery ventilators.

MS1, MS2, MS3: Wall-mounted multi-zone mini-splits heat pump units
 LG or approved equal.
 HSPF: 8.

CU1: Multi-zone condenser unit for mini split systems.
 SEER2 of 16.0 or better with a two-stage compressor

EF1: Low-duty kitchen exhaust fan with Ansul system.
 Denlar Designer series or approved equal.

Top ducted exhaust, 30" model, internal fan, electric range use.

- EF2: Restroom exhaust fan.
Broan L200E or approved equal.
- UH1: Electric resistant, unit heater, with circulating fan, and integral thermostat.
UHIR Series by Indeeco or approved equal.
- UH2: Electric resistant, wall unit heater with circulating fan, and integral thermostat.
WAI Series by Indeeco or approved equal.

2.3 DUCTWORK

- A. Fabric Ductwork
1. Flexible, round system with internal metal hoop framework supports with cable and track.
 2. Non-porous fabric with linear vents air dispersion. Colors from the manufacturer's standards.
 3. Basis of Design: Ductsox Corporation or approved equal.
- B. Rigid Ductwork
1. Comply with SMACNA for fabrication and installation.
 2. Ductwork:
 - a. Fabricate from galvanized steel.
 - b. Supply air and outside air ductwork shall be interior lined with 1" fiberglass duct liner.
 - c. Securely support ductwork from the building structure with strap hangers.
 3. Provide vibration isolation from fan units.
 4. Install 2" black, PSK-faced exterior insulation on ductwork exposed to view. Comply with ASTM E84 and UL723. Tape all seams for a smooth appearance.
- C. Diffusers / Registers / Grilles
1. Diffusers to be painted steel with horizontal bars, gasketed flange, adjustable louvers, and adjustable volume, as manufactured by Carnes or approved equal.
 2. Provide balancing dampers, external lever handles, and position indicators on all ductwork branches.

PART 3 EXECUTION

3.1 INSTALLATION

- A. General
1. Provide clearances as required for proper maintenance and replacement.
 2. Maintain one set of contract documents on site and record departures from basic plans. All main underground lines must be indicated and dimensioned from the building walls.
 3. Perform all necessary earthwork, including excavating, securing, filling, backfilling, and compaction, as required in connection with this work.
 4. Conduct all tests required and applicable for the completion and final operation of the systems.
 5. Maintain filters in all equipment utilized during construction to prevent dust in ductwork. Remove and replace all furnace filters just before substantial completion.
 6. Provide all controls as required to operate the system.
 7. Insulate refrigeration lines to the remote condensers.
 8. Provide concrete pads or wall mounting hardware for outdoor equipment.
 9. Coordinate installation with lighting layout. Verify locations with the architect.
 10. Install ductwork and equipment to minimize noise from transferring into the rooms.
 11. Connect condensate drains to indirect waste using PVC drainage piping. Extend to the nearest equipment drain or floor drain.

3.2 DUCTWORK

- A. Comply with SMACNA for fabrication and installation.
- B. Clean all duct systems before testing, adjusting, and balancing.
- C. Balance airflow within distribution systems, including sub-mains, branches, and terminals, to indicated quantities.

3.3 CLOSEOUT ACTIVITIES

- A. Demonstration: Provide instruction sessions for the Owner's representative(s) to explain equipment, system operation, and maintenance requirements.
- B. Provide an Operation and Maintenance Manual as indicated in Div. 01. Retain all manufacturers' installation and maintenance information included with equipment for inclusion in this manual.

3.4 MAINTENANCE

- A. Furnish service and maintenance of all systems for one year from the Date of Substantial Completion.

3.5 TESTING AND BALANCING

- A. Provide system balancing report for the entire system at completion of installation and submit to the Owner and Architect. Adjust the system to meet design criteria and proper air flows.

END OF SECTION

SECTION 21 10 00 - FIRE-SUPPRESSION SYSTEM

PART 1 - GENERAL

1.1 SECTION REQUIREMENTS

- A. Submittals:
 - 1. Product Data for valves, sprinklers, specialties, and alarms.
 - 2. Submit sprinkler system drawings identified as "working plans" and calculations according to NFPA 13. Submit required number of sets to authorities having jurisdiction for review, comment, and approval. Include system hydraulic calculations.
 - 3. Submit test reports and certificates as described in NFPA 13.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Design and Installation Approval: Acceptable to authorities having jurisdiction.
- B. Hydraulically design sprinkler systems according to NFPA 13.
- C. Comply with NFPA 13 and NFPA 70.
- D. UL-listed and -labeled and FM-approved pipe and fittings.

2.2 PIPE AND FITTINGS

- A. Steel Pipe: ASTM A 53/A 53M, ASTM A 135, or ASTM A 795.
- B. CPVC Plastic Pipe: ASTM F 442/F 442M, UL 1821, 175-psig rating, made in NPS for sprinkler service. Include "Listed" and "CPVC Sprinkler Pipe" marks on pipe.
- C. Cast-Iron Threaded Flanges: ASME B16.1, Class 250, raised ground face, spot-faced bolt holes.
- D. Cast-Iron Threaded Fittings: ASME B16.4, Class 250, standard pattern.
- E. Grooved-End Fittings: UL-listed and FM-approved, ASTM A 536, Grade 65-45-12 ductile iron or ASTM A 47, Grade 32510 malleable iron, with grooves or shoulders designed to accept grooved couplings.
- F. Grooved-End Couplings: UL 213, ASTM A 536 ductile-iron or ASTM A 47 malleable-iron housing, with enamel finish. Include gaskets, bolts, and accessories.
- G. CPVC Plastic Pipe Fittings: ASTM F 438 for NPS 3/4 to NPS 1-1/2 and ASTM F 439 for NPS 2, UL listed, 175-psig rating, for sprinkler service. Include "Listed" and "CPVC Sprinkler Fitting" marks on fittings.
- H. Provide hangers, supports, and seismic restraints with UL listing and FM approval for fire-protection systems.

2.3 VALVES

- 1. As required for system design.

2.4 SPRINKLERS

- A. Standard: UL's "Fire Protection Equipment Directory" listing or "Approval Guide" listing published by FM Global.
- B. Sprinkler Finishes: Painted.
- C. Sprinkler Escutcheons (for Ceiling and Sidewall Mounted): Plastic, white finish, one piece, flat.
- D. Sprinkler Guards: UL 199, wire cage with fastening device for attaching to sprinkler.
- E. Sprinkler Cabinets: Finished steel cabinet and hinged cover, with space for minimum of six spare sprinklers plus sprinkler wrench, suitable for wall mounting. Include number of sprinklers required by NFPA 13 and one wrench for sprinklers. Include separate cabinet with sprinklers and wrench for each style sprinkler on Project.

2.5 PIPING SPECIALTIES AND ALARM DEVICES

- 1. As required for system design.

2.6 SLEEVES

- 1. As required for system design.

2.7 FLOOR PLATES

- 1. As required for system design.

PART 3 - EXECUTION

3.1 GENERAL PIPING INSTALLATIONS

- A. Install piping free of sags and bends.
- B. Install fittings for changes in direction and branch connections.
- C. Sleeves:
 - 1. Install sleeves for piping passing through penetrations in floors, partitions, roofs, and walls.
 - 2. For sleeves that will have sleeve-seal system installed, select sleeves of size large enough to provide 1-inch annular clear space between piping and concrete slabs and walls.
 - 3. Install sleeves in concrete floors, concrete roof slabs, and concrete walls as new slabs and walls are constructed.
- D. Escutcheons and Floor Plates:
 - 1. Install escutcheons for piping penetrations of walls, ceilings, and finished floors.
 - 2. Install escutcheons with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.
 - 3. Install floor plates for piping penetrations of equipment-room floors.
 - 4. Install floor plates with ID to closely fit around pipe, tube, and insulation of piping and with OD that completely covers opening.

- E. Install unions at final connection to each piece of equipment.

3.2 SERVICE-ENTRANCE PIPING

- A. Water-Main Connection: Tap water main according to requirements of water utility company and of size and in location indicated.
- B. Connect sprinkler piping to water-service piping for service entrance to building.
- C. Install shutoff valve, backflow preventer, pressure gage, drain, and other accessories indicated at connection to water-service piping.

3.3 SPRINKLER PIPING INSTALLATION

- A. Install "Inspector's Test Connections" in sprinkler piping, complete with shutoff valve.
- B. Install sprinkler zone control valves, test assemblies, and drain headers adjacent to standpipes.
- C. Install ball drip valves to drain piping between fire department connections and check valves. Drain to floor drain or outside building.
- D. Install alarm devices in piping systems and connect to fire-alarm system.
- E. Install pressure gages on riser or feed main, at each sprinkler test connection, and at top of each standpipe. Install gages to permit removal, and install where they will not be subject to freezing.
- F. Install fire-protection service valves supervised-open, located to control sources of water supply except from fire department connections. Where there is more than one control valve, provide permanently marked identification signs indicating portion of system controlled by each valve.
- G. Install check valve in each water supply connection. Install backflow preventers in potable-water supply sources.
- H. Install alarm check valves for proper direction of flow, including bypass check valve and retard chamber drain line connection.

3.4 SPRINKLER SCHEDULE

- A. Rooms without Ceilings: Upright sprinklers.
- B. Rooms with Suspended Ceilings: Recessed sprinklers.
- C. Wall Mounting: Sidewall sprinklers.
- D. Sprinkler Finishes: White enamel in finished spaces, rough bronze in unfinished spaces, Provide escutcheons in finished spaces.
- E. Install sprinklers in suspended ceilings in center of ceiling panels.

3.5 PIPING SCHEDULE

- A. Use steel pipe with threaded, press-seal, roll-grooved, or cut-grooved joints.
- B. Use CPVC plastic pipe and fittings and metal-to-plastic transition fittings with solvent-cemented joints.
- C. Pipe between Fire Department Connections and Check Valves: Use galvanized-steel pipe with flanged or threaded joints.

- D. Install shutoff valve, backflow preventer, pressure gage, drain, and other accessories indicated at connection to water service piping.

3.6 TESTING

- A. Flush, test, and inspect sprinkler piping systems according to NFPA 13.

END OF SECTION 21 10 00

SECTION 22 00 00 - PLUMBING

PART 1 GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Project conditions, manufacturer requirements, delivery and storage, staging and sequencing, and protection of completed work.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes.
 - 3. Coordinate final design with the Architect by providing design calculations and manufacturer product information to show system suitability.
 - 4. Provide shop drawings and installation plans for all work for review before the start of work.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified design and performance requirements.
- C. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. A company specializing in the work of this Section, with a minimum of 2 years' experience.
- B. Regulatory Requirements:
 - 1. Final responsibility for code compliance rests with the Plumbing Contractor.
 - 2. Perform all work per adopted codes, ordinances, and laws governing the project location and applicable requirements of the local utility companies and industries.
 - 3. Obtain approval and secure and pay all fees necessary for permits and inspections as required by the authorities having jurisdiction.
 - 4. If required by authorities having jurisdiction, employ a qualified professional engineer licensed in the State of Iowa to review and certify the final system design. Submit calculations and drawings as necessary for approval.
 - 5. Systems development fees and similar charges are not to be included in the bid, as the owner will pay them directly to the utility agency upon notification.
 - 6. Comply with requirements in ICC A117.1, "Accessible and Usable Buildings and Facilities"; "2010 Americans with Disabilities Act"; for plumbing fixtures for people with disabilities.
 - 7. Comply with Public Law 102-486 requirements, "Energy Policy Act," about water flow and consumption rates for plumbing fixtures.
 - 8. NSF Standard: Comply with NSF 61, "Drinking Water System Components - Health Effects," for fixture materials that will be in contact with potable water.

1.4 COORDINATION

- A. Provide all items, articles, materials, operations, or methods listed, mentioned, or scheduled on drawings and specified herein, including all labor, materials, equipment, and incidentals necessary and required to complete the work.

- B. The contractor will arrange a tap connection to the existing city water. The Owner will pay tap fees directly to the municipality outside the contract. The Owner shall pay system development fees and similar charges.
- C. Extend the water service line into the building. Provide curb box, meter, meter pit, and valves as required by the water department.

1.5 WARRANTY

- A. Provide a one-year warranty against defects in work quality and materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Only products of reputable manufacturers, as determined by the Owner and Architect, will be acceptable.
- B. Substitutions: Refer to Division 01.

2.2 SOIL WASTE AND VENT

- A. ABS Sewer Pipe and Fittings: ASTM D 2751, SDR 35, for gasketed joints. Include ASTM F 477 elastomeric seals.
- B. Piping: PVC Cellular-Core Sewer Pipe and Fittings: ASTM F 891, Sewer and Drain Series, PS 50 minimum stiffness and ASTM D 3034, SDR 35, PVC socket-type fittings.
- C. Cleanouts: PVC body with PVC threaded plug. Include PVC sewer pipe fitting and riser to cleanout of the same material as sewer piping..

2.3 WATER SUPPLY

- A. Piping: PEX-a (Engel-Method Crosslinked Polyethylene) Piping: ASTM F 876 and F877
- B. PEX-a Fittings: elbows, adapters, couplings, plugs, tees and multi-port tees (1/2 inch through 3 inch nominal pipe size): ASTM F1960 cold-expansion fitting manufactured from the following material types

2.4 PLUMBING FIXTURES

- A. The fixtures in the schedule are the basis of design and indicate the manufacturer, quality, and intent. With the Architect's approval, other manufacturers' products complying with specifications may be acceptable.

WM:	Water Main	Per City of Newton requirements.
BFP:	Back Flow Preventor	Watts, 009 Series
WC1:	Water Closet Flushometer Accessories	Kohler Highcliff K-96057 Kohler Primme Manual K-76322-CP, 1.6gpm Bemis 1955SSCT Seat,
UR1:	Urinal Flushometer Carrier:	Kohler 4991-ET-0 Kohler K-13518 Watts CA-321

LAV1:	Lavatory Faucet Accessories	Kohler 2874-0 Delta B501LF Strainer, drain, trap, supplies, stops and flanges.
SK1:	Hank Sink	Advance Tabco 7-PS-60
SK2:	Single Bowl Sink Faucet: Accessories:	Elkay D12522 Delta B4410LF Strainer, drain, trap, supplies, stops and flanges.
SK3:	Double Bowl Sink Faucet: Accessories:	Elkay D23322 Delta B4410LF Strainer, drain, trap, supplies, stops and flanges.
SK4:	Coffee Supply	Oatey 12K
MS1:	Mop Sink Faucet Accessories	Fiat MSBID-2424 Delta 28T9 Fiat 832-AA Hose and Bracket Fiat 8890CC Mop Hanger Bracket
DF1:	Drinking Fountain	Elkay LZSTL8WSLK; with bottle filler.
WD1:	Washer/Dryer	Oatey Eliminator
WH1:	Water Heater	Rheem ELD66-D
HB1:	Hose Bibb	Woodford 26 Series
FD1:	Floor Drain	Watts FD-100A
FS1:	Floor Sink	Zurn G5411548; with cover.
GS1:	Grease Interceptor	Zurn GT2700-50

PART 3 EXECUTION

3.1 INSTALLATION

A. General

1. Provide clearances as required for proper maintenance and replacement.
2. Maintain one set of contract documents on site and record departures from basic plans. All main underground lines must be indicated and dimensioned from the building walls.
3. Perform all necessary earthwork, including excavating, securing, filling, backfilling, and compaction, as required in connection with this work.
4. Conduct all tests required and applicable for the completion and final operation of the systems.

3.2 SOIL WASTE AND VENT

- A. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream.
- B. Install piping pitched down in the direction of flow, at a minimum slope of 2 percent, unless otherwise indicated, with a 36-inch minimum cover.
- C. Install ABS and PVC sewer piping according to ASTM D 2321 and ASTM F 1668.

- D. Install cleanout and extension to grade at the connection of the building sanitary drain and sewer.
- E. Make connections to existing piping and underground manholes.
- F. Clean and inspect piping and structures.
- G. Test complete piping according to the authorities having jurisdiction.

3.3 WATER PIPING

- A. PEX: Comply with the manufacturer's product data, including product technical bulletins, installation instructions, and design drawings.
- B. Pipe Joint Construction: PEX-a Connections: Install per manufacturer's recommendations. Use manufacturer-recommended cold-expansion tool for ASTM F 1960 connections.
- C. Do not expose PEX piping to direct sunlight for more than 30 days. If construction delays are encountered, provide cover to portions of piping exposed to direct sunlight.
- D. Comply with NFPA 24, "Standard for the Installation of Private Fire Service Mains and Their Appurtenances," for installations, tests, and flushing.
- E. Water-Main Connection: Arrange with utility company for tap of size and in location indicated in water main.
- F. Comply with NFPA 24 for fire-service-main piping materials and installation.
- G. Extend water-service piping and connect to water-supply source and building-water-piping systems at outside face of building wall in locations and pipe sizes indicated.
- H. Install water meters, piping, and specialties according to utility company's written instructions.
- I. Install backflow preventers of type, size, and capacity indicated. Include valves and test cocks. Install according to requirements of plumbing and health department and authorities having jurisdiction.
- J. Piping Tests: Conduct piping tests before joints are covered. Fill pipeline 24 hours before testing and apply test pressure to stabilize system. Use only potable water.
- K. Clean and disinfect water-distribution piping as follows:
 - 1. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.

3.4 PLUMBING FIXTURES

- A. Install fitting insulation kits on fixtures for people with disabilities.
- B. Install fixtures with flanges and gasket seals.
- C. Install flushometer valves for accessible water closets and urinals with the handle mounted on the wide side of the compartment. Install other actuators in locations that are easy for people with disabilities to reach.
- D. Install tanks for accessible, tank-type water closets with lever handle mounted on wide side of compartment.
- E. Fasten wall-hanging plumbing fixtures securely to supports attached to building substrate when supports are specified and to building wall construction where no support is indicated.

- F. Fasten floor-mounted fixtures to the substrate. Fasten fixtures with holes for securing fixtures to the wall construction and reinforcement built into the walls.
- G. Fasten wall-mounted fittings to reinforcement built into walls.
- H. Fasten counter-mounting plumbing fixtures to casework.
- I. Secure supplies to supports or substrate within pipe space behind fixture.
- J. Install individual supply inlets, supply stops, supply risers, and tubular brass traps with cleanouts at fixture.
- K. Install water-supply stop valves in accessible locations.
- L. Install traps on fixture outlets. Omit traps on fixtures having integral traps. Omit traps on indirect wastes unless otherwise indicated.
- M. Install disposers in sink outlets. Install switch where indicated or in wall adjacent to sink if location is not indicated.
- N. Install dishwasher air-gap fitting at each sink indicated to have air-gap fitting. Install in sink deck. Connect inlet hose to dishwasher and outlet hose to disposer.
- O. Install hot-water dispensers in back top surface of sink or in counter with spout over sink.
- P. Install escutcheons at wall, floor, and ceiling penetrations in exposed, finished locations and within cabinets and millwork. Use deep-pattern escutcheons where required to conceal protruding pipe fittings.
- Q. Seal joints between fixtures and walls, floors, and counters using sanitary-type, one-part, mildew-resistant, silicone sealant. Match sealant color to fixture color.
- R. Install piping connections between plumbing fixtures and piping systems and plumbing equipment. Install insulation on supplies and drains of fixtures for people with disabilities.
- S. Ground equipment.

3.5 CLOSEOUT ACTIVITIES

- A. Demonstration: Provide instruction sessions for the Owner's representative(s) to explain equipment, system operation, and maintenance requirements.
- B. Provide an Operation and Maintenance Manual as indicated in Div. 01. Retain all manufacturers' installation and maintenance information included with equipment for inclusion in this manual.

3.6 MAINTENANCE

- A. Furnish service and maintenance of all systems for one year from the Date of Substantial Completion.

END OF SECTION

SECTION 26 00 00 – ELECTRICAL

PART 1 GENERAL

1.1 ADMINISTRATIVE REQUIREMENTS

- A. Pre-Installation Conference:
 - 1. Attendance: Owner, Contractor, installer, and related trades.
 - 2. Review: Project conditions, manufacturer requirements, delivery and storage, staging and sequencing, and protection of completed work.

1.2 SUBMITTALS

- A. Action Submittals:
 - 1. Shop Drawings: Illustrate products, installation, and relationship to adjacent construction.
 - 2. Product Data: Manufacturer's descriptive data and product attributes.
 - 3. Coordinate final design with the architect by providing design calculations and manufacturer product information to show system suitability.
 - 4. Provide shop drawings and installation plans for all work for review before the start of work.
- B. Informational Submittals:
 - 1. Certificate of Compliance: Certification that installed products meet specified design and performance requirements.
- C. Closeout Submittals:
 - 1. Operation and Maintenance Data.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications:
 - 1. A company specializing in the work of this Section, with a minimum of 2 years' experience.
- B. Regulatory Requirements:
 - 1. Final responsibility for code compliance rests with the Electrical Contractor.
 - 2. Perform all work per adopted codes, ordinances, and laws governing the project location and applicable requirements of the local utility companies and industries.
 - 3. Obtain approval and secure and pay all fees necessary for permits and inspections as required by the authorities having jurisdiction.
 - 4. If required by authorities having jurisdiction, employ a qualified professional engineer licensed in the State of Iowa to review and certify the final system design. Submit calculations and drawings as necessary for approval.
 - 5. Systems development fees and similar charges are not to be included in the bid, as the owner will pay them directly to the utility agency upon notification.
- C. Light Fixtures
 - 1. The Electrical Contractor is responsible for circuiting and load calculations.
 - 2. The Electrical Contractor shall verify the quantity and spacing required to provide the necessary illumination levels indicated on the plans.
 - 3. All fixtures shall be factory-wired and bear a UL label.
 - 4. Provide all lamps and accessories to install lighting fixtures properly.
 - 5. Fixtures, Emergency Lighting Units, Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
 - 6. Exterior Luminaires: Comply with UL 1598 and are listed and labeled for installation in wet locations by a Nationally Recognized Testing Laboratory acceptable to authorities having jurisdiction.

7. Internally Lighted Exit Signs: Comply with UL 924; for sign colors and lettering size, comply with authorities having jurisdiction.
8. Emergency Exit Signs: Self-contained units complying with UL 924.
 - a. Provide emergency lighting with battery backup as required by code.
 - b. The electrical Contractor shall verify the quantity and spacing required to provide the necessary illumination levels indicated on the plans.

1.4 WARRANTY

- A. Provide a one-year warranty against defects in work quality and materials.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Only products of reputable manufacturers, as determined by the Owner and Architect, will be acceptable.
- B. Substitutions: Refer to Division 01.

2.2 GROUNDING

- A. Comply with UL 467 for grounding and bonding materials and equipment.

2.3 RACEWAYS AND BOXES

- A. Metal Conduits and Fittings
 1. Listing and Labeling: Metal conduits, tubing, and fittings shall be labeled as defined in NFPA 70 by a qualified testing agency and marked for intended location and application.
 2. Galvanized Rigid Conduit (GRC): Comply with ANSI C80.1 and UL 6.
 3. Flexible Metal Conduit (FMC): Comply with UL 1; zinc-coated steel.
 4. Raceway Fittings: Specifically designed for the raceway type used in the Project.
- B. Nonmetallic Coatings and Fittings
 1. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70 by a qualified testing agency and marked for intended location and use.
 2. Rigid Nonmetallic Conduit (RNC): Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.
 3. Raceway Fittings: Specifically designed for the raceway type used in the Project.
- C. Boxes, Raceways, and Cabinets.
 1. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

2.4 LIGHTING CONTROLS

- A. Time Switches: Electronic Time Switches: Solid state, programmable, with alphanumeric display; complying with UL 917
- B. Outdoor photoelectric switches: solid state with dry contacts to operate LED exterior lamps, comply with UL 773A.
- C. Switchbox-mounted occupancy sensors: Automatic-wall-switch occupancy sensor, suitable for mounting in a single-gang switchbox

2.5 DISTRIBUTION

- A. Building Service
 - 1. Verify electrical loads for the new building after final equipment and fixture selection, and review existing building loads to verify the capacity of the new service.
 - 2. Verify the service size and adequacy for the addition before submitting the bid.
 - 3. Install a new main electrical service and panel with feeder lines to serve distribution panels as required for the existing and new building.
 - 4. Coordinate equipment layout in mechanical rooms with the other contractors and existing equipment.
 - 5. Provide grounding systems as required by code.
 - 6. Size all conductors to serve the circuiting with acceptable power drops, allowing for future expansion capacity.
 - 7. Wiring shall be color-coded.
- B. Panelboards
 - 1. Provide 10% spare breaker spaces at distribution panels.
 - 2. Stub five empty 1" conduits to an accessible location above the ceiling from each recessed panelboard.
 - 3. Provide a typewritten directory for and number each panel circuit breaker.
 - 4. Manufacturers: Square D, General Electric, Cutler-Hammer/Westinghouse.
- C. Devices
 - 1. Trim/covers shall be stainless steel.
 - 2. Exterior receptacles shall have a weather-proof cover that allows the cord to remain plugged in even when the cover is shut.
 - 3. Provide Ground Fault Interrupter-type outlets at all locations as applicable codes require.
 - 4. Provide isolated ground for one outlet adjacent to each phone/data receptacle.
 - 5. Mounting heights for devices, unless noted otherwise on drawings:
 - 1. Switches: 48" above the finished floor
 - 2. Receptacles: 18" and above counter locations as noted on drawings
 - 3. Phone/Data: 18"
- D. Equipment
 - 1. Provide power and wiring for mechanical equipment. The Electrical Contractor shall provide starters, disconnects, and relays as required.
 - 2. The mechanical Contractor will provide and install the bathroom fan unit and ductwork, and the Electrical Contractor will provide power and a connection.

2.6 LIGHTING

- A. Fixtures, Emergency Lighting Units, Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Schedule
 - 1. The fixtures in the schedule are the basis of design and indicate the manufacturer, quality, and intent. With the Architect's approval, other manufacturers' products complying with specifications may be acceptable.
 - F1: Round high bay, RB5 by ILP Inc., pendant mount.
RB5S-15L_18L_22L-U-40-PCL-WHT-FMB-10YR
 - F2: Linear suspended. Block by Betacalco.
BLKP-DT1-PW03-SL04-LPF900-CR80-CTA40-DD5-FA02
Dimming to 0.1%
 - F3: Striplight. CSL by Columbia Lighting.
CSL8-8040

- F6: Wallpack. Viper Wall by Beacon.
VPW1-24L-15-4K7-4W-BLT
- F7: 2x2 Recessed Back-Lit Troffer.
CBT22-B-LSCS-EDD-34
- F11: LED fixture strip by Core Lighting.
LNT65-F-VB-RGBW-27K-24V-BF-HW10-RGBW
LNT65-AC2 Profile.
RGB+White Bluetooth/Wifi Controller
- F12: Recessed Downlight by Elite LED Lighting
REL637-950L-DIMTR-120-30K-W-WH
- F13: Vanity Light.
OVLS-LED-36 2200L-DIMTR-120V-30K-90W-BK
- EL0: Exit sign. Compass Lighting
CERGB
Confirm mounting and signage for each fixture location.
- EL1: Dual Head. Emergency light. Compass Lighting
CIRD
- EL2: Single Head. Emergency light. Compass Lighting
CIRS

2.7 FIRE ALARM

- A. Non-coded, addressable system, with multiplexed signal transmission, dedicated to fire-alarm service only.
- B. General Requirements for Fire-Alarm Control Unit: Field-programmable, microprocessor-based, modular, power-limited design with electronic modules, complying with UL 864 and listed and labeled by an NRTL.
- C. Transmission to Remote Alarm Receiving Station: Automatically transmit alarm, supervisory, and trouble signals to a remote alarm station.
- D. Pull Boxes: Single-action mechanism, breaking-glass or plastic-rod type. With integral addressable module arranged to communicate manual-station status (normal, alarm, or trouble) to fire-alarm control unit.
- E. Remote Annunciator functions shall match those of fire-alarm control unit for alarm, supervisory, and trouble indications. Manual switching functions shall match those of fire-alarm control unit, including acknowledging, silencing, resetting, and testing.
- F. Digital alarm communicator transmitter shall be acceptable to the remote central station and shall comply with UL 632 and be listed and labeled by an NRTL.

PART 3 EXECUTION

3.1 INSTALLATION – GENERAL

- A. Provide clearances as required for proper maintenance and replacement.

- B. Maintain one set of contract documents on site and record departures from basic plans. All main underground lines must be indicated and dimensioned from the building walls.
- C. Perform all necessary earthwork, including excavating, securing, filling, backfilling, and compaction, as required in connection with this work.
- D. Conduct all tests required and applicable for the completion and final operation of the systems.

3.2 GROUNDING

- A. Underground Grounding Conductors: Install bare copper conductor, No. 2/0 AWG minimum. Bury at least 24 inches below grade.
- B. Test the completed grounding system at each location where a maximum ground-resistance level is specified, and at the service disconnect enclosure grounding terminal.

3.3 RACEWAYS AND BOXES

- A. Conceal raceways and cables, unless otherwise indicated, within finished walls, ceilings, and floors.
- B. Install pull wires in empty raceways.
- C. Connect motors and equipment subject to vibration, noise transmission, or movement with a 72-inch maximum length of flexible conduit.
- D. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies.
- E. Install raceways at least 6 inches away from parallel runs of flues and steam or hot-water pipes. Locate horizontal raceway runs above water and steam piping.
- F. Install raceways embedded in slabs in the middle third of slab thickness and leave at least a 1-inch-thick concrete cover.

3.4 LIGHTING CONTROLS

- A. Verify the actuation of each sensor and adjust for time delays.

3.5 DISTRIBUTION

- A. Verify all power connection requirements with the new equipment.
- B. Install electrical equipment to allow maximum possible headroom unless specific mounting heights that reduce headroom are indicated.
- C. Electrical equipment must be installed to provide ease of disconnecting the equipment with minimum interference to other installations.
- D. Electrical equipment must be installed to allow the right-of-way for piping and raceways to be installed at the required slope.
- E. Install electrical equipment to ensure that connecting raceways, cables, wireways, cable trays, and busways are clear of obstructions and other equipment's working and access space.

3.6 LIGHTING

- A. The electrical contractor shall verify the required clearances with the locations before ordering fixtures. Note any conflicts with the architect.

- B. Coordinate ceiling-mounted luminaires with ceiling construction, mechanical work, and security and fire-prevention features mounted in the ceiling space and on the ceiling.
- C. Lighting Fixtures: Set level, plumb, and square with ceilings and walls. Install lamps in each fixture.
- D. Adjustable lighting fixtures to provide the required light intensities.
- E. Suspended Lighting Fixture Support:
 - 1. Pendants and Rods: Where longer than 48 inches, brace to limit swinging.
 - 2. Stem-Mounted, Single-Unit Fixtures: Suspend with twin-stem hangers.
 - 3. Continuous Rows: Use tubing or stem for wiring at one point and tubing or rod for suspension for each unit length of fixture chassis, including one at each end.

3.7 FIRE ALARM

- A. Comply with NFPA 72 for installation of fire-alarm equipment.
- B. Connecting to Existing Equipment: Verify that the existing fire-alarm system is operational before making changes or connections.
 - 1. Expand, modify, and supplement existing equipment to extend existing functions to the new points. New components shall be capable of merging with the existing configuration without degrading the performance of either system.
- C. Field tests shall be witnessed by authorities having jurisdiction.
- D. Maintenance Test and Inspection: Perform tests and inspections listed for weekly, monthly, quarterly, and semiannual periods. Use forms developed for initial tests and assessments.
- E. Annual Test and Inspection: One year after the date of Substantial Completion, test the fire-alarm system, complying with visual and testing inspection requirements in NFPA 72. Use forms developed for initial tests and inspections.

3.8 CLOSEOUT ACTIVITIES

- A. Demonstration: Provide instruction sessions for the owner's representative(s) to explain equipment, system operation, and maintenance requirements.
- B. Provide an Operation and Maintenance Manual as indicated in Div. 01. Retain all manufacturers' installation and maintenance information included with equipment for inclusion in this manual.

3.9 MAINTENANCE

- A. Furnish service and maintenance of all systems for one year from the Date of Substantial Completion.

END OF SECTION

SECTION 31 11 00 - CLEARING AND GRUBBING

PART 1 GENERAL

Not Used

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 SITE CLEARING

- A. Remove vegetation, debris, and obstructions from areas of walks, paving, and planting beds.
- B. Strip existing topsoil from areas of structures, walks, and paving. Stockpile on site for reuse as specified in Section 31 22 00 or remove from site.
- C. Grub out roots and underground obstructions to a minimum depth of 48 inches.

END OF SECTION

SECTION 31 22 00 - GRADING

PART 1 GENERAL

Not Used

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil:
 - 1. Stockpiled on site material, specified in Section 31 11 00 supplemented by similar off-site material if required.
 - 2. Free of clay, toxic substances, large or matted roots, debris, excess weeds, and rocks over 1 inch in any dimension.

PART 3 EXECUTION

3.1 CUTTING AND GRADING

- A. Excavate subsoil to permit placement of structures, paving, and site improvements, and from areas to be regraded.
- B. Leave areas to receive topsoil 4 inches below final required grade.
- C. Leave areas to receive planting beds 8 inches below final required grade.

3.2 TOPSOIL PLACEMENT

- A. Place topsoil to 4 inch depth.

END OF SECTION

SECTION 31 23 00 - EXCAVATION AND FILL

PART 1 GENERAL

1.1 QUALITY ASSURANCE

- A. Subcontractor Qualifications: Firm specializing in work of this Section with minimum 10 years' experience.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Engineered Fill:
 - 1. Type: Non-expansive clay.
 - 2. As recommended and approved by Geotechnical Engineer.
 - 3. Free from trash, debris, roots over 1 inch in diameter, matted roots, rocks over 3 inches in diameter, topsoil, and other deleterious matter.
- B. Common Fill: Reused site or imported soils free from trash, debris, roots over 1 inch in diameter, matted roots, rocks over 3 inches in diameter, topsoil, and other deleterious matter.

2.2 SOURCE QUALITY CONTROL

- A. Test Engineered Fill prior to placement:
 - 1. Liquid limit, plastic limit, and plasticity index: Test to ASTM D4318.
 - 2. Moisture/density relationship: Test to ASTM D698.
 - 3. Provide soil description; determine compliance with gradation and quality requirements.

PART 3 EXECUTION

3.1 EXCAVATING

- A. Excavate to grades and subgrades indicated.
- B. Make excavations large enough to permit placing and inspection of work.
- C. Keep excavations free of water.

3.2 FILLING

- A. Prior to placing fill on existing subsoils:
 - 1. Proof roll every 12"-16" to detect soft and weak zones. Remove soft and spongy soil down to firm subsoil.
 - 2. Replace undercut areas with Engineered Fill placed in maximum 6 inch deep loose, even, horizontal lifts. Compact each lift as recommended and approved by Soils Engineer
- B. Fill with Common Fill to achieve required grades and elevations.
 - 1. Place fill in maximum 6 inch deep loose, even, horizontal lifts.
 - 2. Compact each lift as recommended and approved by Geotechnical Engineer.
- C. Fill under structures with Engineered Fill.
 - 1. Place fill in maximum 6 inch deep loose, even, horizontal lifts.
 - 2. Replace undercut areas with Engineered Fill placed in maximum 6 inch deep loose, even, horizontal lifts. Compact each lift as recommended and approved by Soils Engineer

3.3 TRENCHING

- A. Cut trenches sufficiently wide to allow for the installation of utilities and inspection of work.

3.4 BACKFILLING

- A. Backfill under structures with Engineered Fill.
 - 1. Place backfill in loose, even, horizontal lifts maximum 6 inches deep.
 - 2. Compact each lift as recommended and approved by Soils Engineer.
- B. Backfill [outside of structures and under paving] with Common Fill.
 - 1. Place backfill in loose, even, horizontal lifts maximum 6 inches deep.
 - 2. Compact each lift as recommended and approved by Soils Engineer.

END OF SECTION