

Project Manual

ARCHITECT'S PROJECT NUMBER 225017.00

Moline – Coal Valley School District 2025 Controlled Entry Improvements

John Deere Middle School
Wilson Middle School

2035 11th Street, Moline, IL 61265
1301 48th Street, Moline, IL 61265

FOR THE

Board of Education
Moline – Coal Valley School District
1900 52nd Avenue
Moline, IL 61265

Issued: Issued for Bidding
February 10, 2025

**SECTION 00 01 01
PROJECT TITLE PAGE**

PROJECT MANUAL

FOR

MCVSD#40 2025 CONTROLLED ENTRIES

ARCHITECT'S PROJECT NUMBER: 225017.00.

MOLINE-COAL VALLEY SCHOOL DISTRICT

JOHN DEERE MIDDLE SCHOOL

2035 11TH STREET, MOLINE, IL 61265

WILSON MIDDLE SCHOOL

1301 48TH STREET, MOLINE, IL 61265

MOLINE, ILLINOIS 61265

DATE: 02-10-2025

PREPARED BY:

LEGAT ARCHITECTS, INC.

END OF SECTION

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**SECTION 00 11 13
ADVERTISEMENT FOR BIDS**

ADVERTISEMENT FOR BIDS

1.01 BID INFORMATION

- A. Sealed bids will be received by the Board of Education, Moline-Coal Valley School District No. 40, 1900 52nd Avenue, Moline, IL 61265, on Thursday, February 27, 2025, at 1:00 PM prevailing time for the 2025 Controlled Entries at John Deere Middle School and Wilson Middle School.
- B. Lump sum bid proposals will be received for this project at the scheduled time of receipt of bids and will be publicly opened at that time.
- C. A Pre-Bid Conference will be held on Friday, February 14, 2025, at 10:00 AM, starting at John Deere Middle School, 2035 11th Street, Moline, IL 61265 and will continue over at Wilson Middle School, 1301 48th Street, Moline, IL 61265. All Bidders are strongly encouraged to attend and sign-in at the meeting, which will also be attended by the Owner, and Architect. All bidders are also strongly encouraged to make a site visit prior to submitting their bid. Site visit must be pre-arranged with a 48-hour notice.
- D. Bid security in the form of a bid bond, certified check, or cash in an amount equal to 10 percent of the base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bid bond shall be payable to the Board of Education, Moline-Coal Valley School District No. 40.
- E. Bids shall be submitted on or before the specified closing time in an opaque, sealed envelope. Bids shall be clearly marked "2025 Controlled Entries." Bids shall be addressed to Moline-Coal Valley School District No. 40, Attn: Vince Gallo, Business Office, 1900 52nd Avenue, Moline, IL 61265.
- F. The Board of Education reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to make the award in the best interest of the District.
- G. All bidders must comply with applicable Illinois law requiring the payment of prevailing wages by all contractors working on public works. Bidder must comply with the Illinois statutory requirements regarding labor, including Equal Employment Opportunity laws.
- H. Digital bidding documents can be obtained from City Blue Technologies; www.citybluetechologies.com. Hard copies of the bid documents are available for purchase at the Contractor's expense.
- I. Board of Education: Moline-Coal Valley School District No. 40

**SECTION 00 21 13
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 PROJECT

- A. Project: MCVSD#40 2025 Controlled Entries.
- B. Project Location(s):
 - 1. John Deere Middle School, 2035 11th Street, Moline, IL 61265
 - 2. Wilson Middle School, 1301 48th Street, Moline, IL 61265
- C. Owner's Name: Moline-Coal Valley School District.
 - 1. Address: 1900 52nd Ave., Moline, IL 61265.
- D. Architect's Name: Legat Architects, Inc.
 - 1. Address: 1515 5th Ave, Suite 108, Moline, IL 61265.

1.02 DOCUMENT INCLUDES

- A. Invitation
 - 1. Bid Submission
 - 2. Intent
- B. Bid Documents and Contract Documents
- C. Site Assessment
 - 1. Prebid Conference
- D. Bid Submission
 - 1. Submission Procedure
 - 2. Bid Ineligibility
- E. Bid Enclosures/Requirements
 - 1. Bid Bond
 - 2. Section 00 41 00 - Bid Form including all signatures, initials, and notarizations.
 - 3. Experience Questionnaire
 - 4. Contractor's Financial Statement
 - 5. Non-Collusion Affidavit
 - 6. Sex Offender Acknowledgement and Certification
- F. Information to be submitted after bid. Can be submitted electronically.
 - 1. Section 00 43 36 - Proposed Subcontractors Form
 - 2. Section 00 43 73 - Proposed Schedule of Values Form
- G. Offer Acceptance/Rejection
 - 1. Duration of Offer
 - 2. Acceptance of Offer

1.03 RELATED DOCUMENTS

- A. Document 01 10 00 - Summary.
- B. Document 00 41 00 - Bid Form.
- C. Document 00 43 36 - Proposed Subcontractors Form.
- D. Document 00 43 25 - Substitution Request Form - During Procurement

INVITATION

2.01 BID SUBMISSION

- A. Proposals to be entitled for consideration must be made in accordance with the following instructions:
 - 1. Submit one copy of bid on forms provided by the Architect with all blank spaces for bid prices filled in, in ink, or typewritten.

2. Submit bid in an opaque, sealed envelope, addressed to: Moline-Coal Valley School District No. 40, Attn: Vince Gallo, Chief Financial Officer, Moline-Coal Valley School District, 1900 52nd Avenue, Moline, IL 61265.
 - a. Mark the envelope SEALED FOR BID:
 - 1) Project Name.
 - 2) Bidder.
 3. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 1900 52nd Ave., Moline, IL 61265 before 1:00 p.m. local standard time on 02-27-2025.
 4. Bids received after this time will not be accepted.
 5. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.
 6. The Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.
 7. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."
- B. Offers submitted after the above time will be returned to the bidder unopened.
 - C. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion.
 - D. The Owner reserves the right to waive any or all irregularities or informalities.
 - E. Do not detach Bid Proposal Forms from the Project Manual for use in submission of bids; use separate forms furnished by the Architect.

2.02 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises building construction, including general construction Work.
- B. Project Location:
 - 2035 11th Street, Moline, IL 61265.
 - 1301 48th Street, Moline, IL 61265.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction as printed in Americal Institute of Architects, Document A201, General Conditions of the Contract for Construction - 2017 as modified, both contained herein are applicable to these instructions to Bidders.
- B. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
 1. Addenda will be issued by email, direct mail or United Parcel delivery. Bidders are to consider an email addendum as a binding modification to the contract documents.
 2. It is the bidder's responsibility to ascertain from the Architect that they have received all addenda issued to the bidding documents prior to submitting their bids.

3.02 AVAILABILITY

- A. Bid Documents may be obtained at the office of Architect Legat Architects, Inc., 1515 5th Avenue, Suite 108, Moline, IL 61265.
- B. Digital bidding documents can be obtained from the office of the Architect. Hard copies of the bid documents are at the Contractor's expense. Contact Richard Gallens at Legat Architects:

(309)517-5538. rgallens@legat.com

3.03 EXAMINATION

- A. Bidders are responsible for examining all documents on file at the office of the Architect, Engineer, or Owner and are encouraged to make a site visit to examine the site to become familiar with and make allowance for any conditions which may affect the work. Contractors will not be given extra payments for conditions which can be determined by examining the site and documents.
- B. Bid Documents may be viewed at the office of Architect Legat Architects, Inc., 1515 5th Avenue, Suite 108, Moline, IL 61265.
- C. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- D. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.04 INQUIRIES/ADDENDA

- A. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- B. Verbal answers are not binding on any party.

3.05 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. General Requirements for Substitution Requests:
 - 1. Project Manual establishes standards for products, assemblies, and systems.
 - 2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
- B. Substitution Request Time Restrictions:
 - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Substitution Request Form:
 - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. Review and Acceptance of Request:
 - 1. Architect may approve the proposed substitution and will issue an Addendum to known bidders.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.
- B. The bidder is required to contact Owner at the following address and phone number in order to arrange a date and time to visit the project site: Keith Karstens, Moline School District No. 40, 34321 Avenue of the Cities, Moline, IL 61265, (309)743-8624.
- C. Bidders visiting schools must check in at the Main Office of each school and coordinate their inspections with School Visitor Policies.

4.02 PREBID CONFERENCE

- A. A bidders conference has been scheduled for 10:00 a.m. on the 14th day of February at the location of John Deere Middle School, 2035 11th Street, Moline, IL 61265.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Architect will be in attendance.
- D. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of financial position, license to perform work in the State and prior successful experience on projects of similar size and scope. Accordingly, all Bidders must provide on their bid forms, references from at least five (5) public school district projects or other projects of similar size and scope, where the Bidders contract price equaled or exceeded the Bidder's bid for this project..

5.02 BID WITHDRAWAL

- A. Any bidder shall withdraw their bid prior to the scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of sixty calendar days from the date of Bid Opening. The Owner and Bidders may agree to extend the period of irrevocability beyond the sixty-day period.

BID SUBMISSION

6.01 SUBMISSION PROCEDURE

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

6.02 BID INELIGIBILITY

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

BID ENCLOSURES/REQUIREMENTS

7.01 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on AIA A310 Bid Bond Form.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
 - 1. Make Bid Security payable to: Board of Education, Moline-Coal Valley School District No. 40.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. After a bid has been accepted, all securities will be returned to the respective bidders .
- F. If no contract is awarded, all security deposits will be returned.

7.02 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Labor and Material/Payment bond, per the terms of the General Conditions, as modified.
 - 1. Provide a 100 percent Performance Bond on AIA A312.
 - 2. Provide a 100 percent Payment Bond on AIA A312.

3. Deliver bonds within 3 days after execution of the Contract.
- B. Include the cost of performance assurance bonds in the Bid Amount and identify the cost when requested.

7.03 BID FORM REQUIREMENTS

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

7.04 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 1. Document 00 43 25 - Substitution Request Form - During Procurement.
 2. Certification Regarding Criminal Background Investigations.
 3. Authorization for Criminal Background Investigation.
 4. Schedule A - Vendor Information Form.
 5. Schedule B - Civil Rights Certification of Compliance.
 6. Schedule C - Vendor Eligibility Certification Bidding & Contract Requirements.
 7. Schedule D - Certifications of Compliance with IL Drug Free Work Place Act.
 8. Schedule E - Bidding and Contract Requirements Non-Collusion Affidavit.
 9. Schedule F - Federal Tax ID and Disclosure.
 10. Schedule G - Certification Regarding Debarment.
 11. Schedule H - Notice to Applicants - Certification/Disclosure Requirements Related to Lobbying.
 12. Schedule I - Certificate of Liability Insurance.
 13. Instructions to Bidders Proposed Subcontractors and Material/Equipment Suppliers.

7.05 POWER OF ATTORNEY

- A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each such documents a certified and effectively-dated copy of their Power of Attorney.

7.06 EMPLOYMENT AND LABOR PROVISIONS

- A. In the employemnt and use of labor, the Contractor and his subcontractors shall conrom to the Illinois Statutory requirements regarding labor and wages. See Document 00 08 00 - Prevailing Wage Requirements.
- B. Vendors/Contractors must conform to all federal, state, local and OSHA Regulations in effect during the term of the project.

7.07 TIME OF COMPLETION

- A. If awarded the Contract, the bidder agrees to complete all Construction Work and achieve Substantial Completion and Final Completion of the following dates:
 1. Start of construction
 2. Substantial Completion:
 3. Final Completion for the entire proeject is

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

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

END OF SECTION

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**SECTION 00 41 00
BID FORM**

THE PROJECT AND THE PARTIES

2.01 FROM:

Firm Name of Bidder

2.02 TO:

**MOLINE-COAL VALLEY SCHOOL DISTRICT NO. 40; 1900 52ND AVENUE, MOLINE, IL
61265, ATTN: VINCE GALLO**

2.03 BID:

- A. **Base Bid:** We as contractor having familiarized ourselves with local conditions affecting the work and with the proposed Contract Documents on file at the office of the Owner, hereby propose to perform everything required to be performed and to provide all of the labor, materials, necessary equipment and all utilities and transportation and services necessary to perform and complete in a workmanlike manner all work required to complete the proposed work indicated in the bidding documents for the construction of the Browning Field Concessions and Toilet Room Improvements project, all in accordance with the Drawings and Specifications prepared by the office of Legat Architects, Inc. including the following Addenda Numbers _____, _____, and _____ issued thereto for the sum of:
- 1.
 - 2.
 - 3.
- B. **Prevailing Wage Act:** The undersigned hereby states if awarded the Contract, the Bidder agrees to comply with the Illinois Prevailing Wage Act 820 ILCS Section 130/.0.01 including, but not limited to, the submission of Certified Transcripts of Payroll for all workers on a monthly basis to the Illinois Department of Labor and copied to the Owner. The Bidder further acknowledges that release of progress payments may be withheld if complete Certified Transcripts of Payroll are not submitted with applications for payment.
- C. **IMPACT Agreement:** This project will be bid and constructed under the terms of the IMPACT Construction Agreement. For answers about the IMPACT Agreement, please contact Illowa at 563-940-6094.
- D. **Allowances:** The undersigned hereby states allowances specified in Document 00 21 15 - Bidding and Contract Requirements, Paragraph 3.03, and confirmed here in writing, are included in the Base Bid amount identified above.
- E. **Bid Security:** Accompanying this proposal is a Bid Security made payable to the Board of Education, Moline-Coal Valley School District No. 40 which is agreed will be forfeited to the aforementioned as liquidated damages if the undersigned fails to execute the standard form of Owner/Contractor Agreement (AIA Document A101, 2017 Edition, as modified), which is included herein for reference, and furnish evidence of their ability to become bonded and provide insurance coverage, as specified, within fifteen (15) business days after receipt of the Agreement by the undersigned.
- F. **Certification of Compliance:** In signing and submitting this Bid, the Bidder certifies that all materials and construction to be provided are as indicated in the proposed Contract Documents.
- G. **Time of Completion:** The undersigned hereby states if awarded the Contract, the Bidder agrees to complete all work in accordance with the contract documents and achieve Substantial Completion as follows: _____.

1. Start Date:
 2. Substantial Completion:
 3. Final Completion:
- H. On the lines below, provide five (5) references from past projects of comparable size and scope to this project. Include the following information for each: Client name, address, brief project description and contact information.
1. _____

 2. _____

 3. _____

 4. _____

 5. _____

2.04 BIDDER

- A. _____
Firm Name
- B. _____
Firm Official Address (Street Address)
- C. _____
Firm Official Address (City, State, Zip Code)
- D. _____
Firm Telephone Number
- E. _____
Firm Website
- F. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)
- G. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)
- H. _____
Email Address of Bidder
- I. Where the Bidder is a corporation, add Attest:

1. _____
(Secretary Signature and Date)

J. CERTIFIED OR CASHIERS CHECK, BID BOND, OR BANK DRAFT ENCLOSED IN THE FOLLOWING AMOUNT: \$_____.

END OF SECTION 00 41 00

**SECTION 00 43 25
PROPOSED SUBSTITUTIONS**

PROPOSED SUBSTITUTIONS

2.01 SUBSTITUTION INFORMATION

- A. Project: 2025 Controlled Entries for Moline-Coal Valley School District 40.
- B. _____ Contractor,
(Firm Name of Bidder)
- C. All bids shall be based upon the provisions of the proposed Contract Documents and not upon substitutions proposed herein.
- D. Owner reserves the right to accept or reject all such substitutions at its sole discretion and in the best interest of Moline-Coal Valley School District 40.
- E. Bidders desiring to make substitutions for "proprietary brands" specified shall identify the brand, make, and model number of the specified product together with the brand, make, and model number of the product being proposed as a substitution and the dollar amount to be added or deducted from the base bid if the proposed substitution is accepted.
- F. Complete descriptions and technical data shall accompany all proposed substitutions and be attached herein.
- G. Manufacturer's names and materials approved by the Architect during the bidding period but not shown in addenda shall be listed below if said materials are to be considered.

2.02 PROPOSED SUBSTITUTION 1:

- A. _____
Product Specified
- B. _____
Proposed Substitution
- C. \$ _____
Amount to be ADDED or DEDUCTED

2.03 CERTIFICATION

- A. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)
- B. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)
- C. _____
Date

END OF SECTION

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**SECTION 00 43 36
PROPOSED SUBCONTRACTORS FORM**

PARTICULARS

- 1.01 HEREWITH IS THE LIST OF SUBCONTRACTORS REFERENCED IN THE BID SUBMITTED BY:
- 1.02 (BIDDER) _____
- 1.03 TO (OWNER): MOLINE-COAL VALLEY SCHOOL DISTRICT
- 1.04 DATED _____ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.
- 1.05 THE FOLLOWING WORK WILL BE PERFORMED (OR PROVIDED) BY SUBCONTRACTORS AND COORDINATED BY US:

LIST OF SUBCONTRACTORS

NOTE WORK PERFORMED - SUBCONTRACTOR NAME

- A. _____
- B. _____
- C. _____
- D. _____
- E. Provide additional pages if needed

LIST OF SUPPLIERS

NOTE MATERIAL SUPPLIED - SUPPLIER NAME

- A. _____
- B. _____
- C. _____
- D. _____
- E. Provide additional pages if needed

END OF SECTION

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**SECTION 00 43 73
PROPOSED SCHEDULE OF VALUES FORM**

PARTICULARS

1.01 THE FOLLOWING IS A COST BREAKDOWN REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) _____

1.03 TO (OWNER): MOLINE-COAL VALLEY SCHOOL DISTRICT

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

SCHEDULE OF VALUES

2.01 PROVIDE BREAKDOWN OF BID BY SPECIFICATION SECTION ON AIA A201

- A. Include detailed breakdown of labor, material, and equipment. Refer to section 01 20 00 Price and Payment Procedures for requirements.
- B. Include breakdown of alternates, if applicable.

ITEM DESCRIPTIONS

END OF SECTION

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**SECTION 00 45 00
CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

2.01 CERTIFICATION

- A. Project: 2025 Controlled Entries for Moline-Coal Valley School District 40.

- B. _____, Contractor,
(Firm name of Bidder)
having 25 employees, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. ch. 127 par. 132.313) that [he, she, it] shall provide a drug free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug Free Workplace Act 30 ILCS 580.1 et seq. and further certify that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

- C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

- A. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)

- B. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

- C. _____
Date

END OF SECTION

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**SECTION 00 45 10
CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

2.01 CERTIFICATION

- A. Project: 2025 Controlled Entries for Moline-Coal Valley School District 40.

- B. _____, Contractor,
(Firm name of Bidder)
shall comply with the terms and procedures of the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq and does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, that(he, she, it) has adopted a written sexual harassment policy which minimally includes the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

- C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

- A. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)

- B. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

- C. _____
Date

END OF SECTION

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**SECTION 00 45 20
CERTIFICATE REGARDING CRIMINAL BACKGROUND INVESTIGATIONS**

CERTIFICATION REGARDING CRIMINAL BACKGROUND INVESTIGATIONS

2.01 INFORMATION

A. Project: 2025 Controlled Entries for Moline-Coal Valley School District 40

B. _____, Contractor,
(Firm name of Bidder)

hereby represents, warrants, and certifies that no officer or director thereof has any knowledge that any employee thereof has been convicted of committing or attempting to commit "Criminal Code of 1961," 720 ILCS, Sections 5/11-6 (Indecent solicitation of a child), 5/11-9 (Public indecency), 5/11-14 (Prostitution), 5/11-15 (Soliciting for a prostitute), 5/11-15.1 (Soliciting for a juvenile prostitute), 5/11-19 (Pimping), 5/11-19.1 (Juvenile pimping), 5/11-19.2 (Exploitation of a child), 5/11-20 (Obscenity), 5/11-20.1 (Sexual assault), 5/12-14 (Aggravated criminal sexual assault), 5/12-15 (Criminal sexual abuse), and 5/12-16 (Aggravated criminal sexual abuse), and/or those offenses defined in the "Cannabis Control Act," 720 ILCS, 550/l et. seq. (except the "Illinois Controlled Substances Act," 720 ILCS 570/100 et. seq.) and/or any offense committed or attempted in any other state or against the laws of the United States, which if committed or attempted in this State, would have been punishable as one or more of the foregoing offenses. Contractor further agrees that it shall not employ any person who have or may have direct, daily contact with the pupils of any school in the district, and for whom a criminal background investigation has not been conducted pursuant hereto, and further represents and agrees that all applicants for any such employment shall furnish with their applications the attached written "Authorization for Criminal Background Information" form authorizing the Board of Education to request a criminal background investigation of said applicant pursuant to Section 5/10-21.9 of the School Code of Illinois and to receive criminal history record information pursuant thereto to determine if the applicant has been convicted of committing or attempting to commit any of the criminal or drug offenses enumerated above. Contractor further agrees to submit with said authorization payment for any costs and expenses associated with the criminal background investigation Contractor further represents, warrants, and certifies that no applicant for employment with respect to whom the criminal investigation reveals any conviction for committing and/or attempting to commit any of the above enumerated offenses, shall be employed thereby in any position that involves or may involve contact with the students of the school district. This certification is executed on the date hereinafter indicated by the designated contractor by its duly authorized officer.

C. Refer to Document 00 72 00 - General Conditions for additional information.

2.02 CONTRACTOR

A. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)

B. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

C. _____

Date

END OF SECTION

**SECTION 00 45 30
AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION**

AUTHORIZATION FOR CRIMINAL BACKGROUND INVESTIGATION

2.01 CERTIFICATION

- A. Project: 2025 Controlled Entries for Moline-Coal Valley School District 40

- B. _____, Contractor,
(Firm Name of Bidder)

- C. The undersigned hereby authorizes the Board of Education, of Moline School District No. 40, Rock Island County, Illinois to request a criminal background investigation from the Illinois State Police, pursuant to Section 5/1--21.9 of the School Code of Illinois, 105 ILCS 5/10-21.9 and to receive criminal history record information pursuant thereto.

- D. _____
Name of Employee or Applicant (Printed Name of Employee or Applicant)

- E. _____
Signature of Employee or Applicant (Signature of Employee or Applicant)

- F. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor/Employer)

- G. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor/Employer)

- H. _____
Date

NOTE:

**SIGNATURE ON THIS FORM NOT REQUIRED FOR SUBMITTAL WITH BID.
THIS FORM IS TO BE SUBMITTED IF REQUESTED BY THE OWNER.
REFER TO DOCUMENT 00 45 20.**

END OF SECTION

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**Assurance Schedule A
Vendor Information Form**

VENDOR INFORMATION FORM

Name of Company: _____

Tax Payer ID #: _____ FCC/USAC "SPIN" Number: _____

Address: _____ Date Business
Began: _____

Telephone No: _____ Years at Location: _____

List of contact information for all officers, directors, and principals:

Name: _____
Title: _____
Address: _____
Telephone No: _____
Relationship: _____

Description of services provided:

Description of facilities/resources:

Description of staff (no./type/qualifications, etc.):

Brief history of company:

Client reference list of major customers and projects (include address and telephone number):

Verified by: _____
Date Verified: _____

**Assurance Schedule B
Civil Rights Certification of Compliance**

***CERTIFICATE OF COMPLIANCE
WITH ILLINOIS HUMAN RIGHTS ACT***

All successful contractors must comply with the provisions of the Illinois Human Rights Act (ACT) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Human Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions require that the written Sexual Harassment policy included at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) a vendor's internal complaint process including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights Commission; (vi) directions on how to contact the Department of Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name _____

Address _____

Signature of Officer

Title

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

**Assurance Schedule C
Vendor Eligibility Certification**

BIDDING AND CONTRACT REQUIREMENTS
Vendor Eligibility Certification

Public Act 85-1295 (Illinois Revised Status, 1987, Ch 38, art 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid-rigging or bid rotation.

The following certifications must be signed and submitted with bidder's bid proposal. ***FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.***

_____. As part of its bid on contract for
(Name of Contractor)

_____. For Moline School
(Name of Bid Package)

District No. 40 hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

Firm Name: _____

By: _____

Title: _____

Subscribed and sworn to before me
this ____ day of _____, 20__.

Notary Public

Verified by: _____

Date Verified: _____

**Assurance Schedule D
Drug Free WorkPlace**

**CERTIFICATIONS OF COMPLIANCE WITH
ILLINOIS DRUG FREE WORKPLACE ACT**

The undersigned, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (30 ILCS 580/3) that it shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this contract by reason of debarment for violation of the Illinois Drug-Free Workplace Act.

Name of bidder (Please Print)

Submitted by (Signature)

Title

**Assurance Schedule E
Non-Collusion Affidavit**

BIDDING AND CONTRACT REQUIREMENTS
Non-Collusion Affidavit

AFFIDAVIT: "I, (we) hereby certify and affirm that my (our) proposal was prepared independently for this bid package and that it contains no fees or amounts other than for the legitimate execution of this work as specified and that it includes no understanding or agreements in restraint of trade. I further certify that I (we) am not barred from bidding on the contract as a result of a conviction for either bid-rigging or bid rotating under Article 33E of the Criminal Code of 1961."

The following certification must be signed and submitted with bidder's proposal. **FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

(If an individual)

Signature of Proposer: _____
(Seal) (Signature required)

Business Address: _____

(If a Partnership)

Firm Name: _____
(Seal)

By _____
(Signature required)

Business Address: _____
(of all Partners of the Firm)

(If a Corporation)

Corporate Name: _____

By _____
(Signature required)

Corporate Address: _____

(CORPORATE SEAL)

Names of Officers: (President): _____

(Secretary): _____

(Treasurer): _____

Attest: (Secretary): _____

**Assurance Schedule F
Federal Tax ID and Disclosure**

Under penalties of perjury, I certify that _____ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Corporation

_____ Governmental Entity

_____ Not-for-profit Corporation

Signature

Date

Return this certification to:

Moline-Coal Valley CUSD 40
Attention: Business Office
1619 11th Avenue
Moline, Illinois 61265

Assurance Schedule G Certification Regarding Debarment

Instructions for Certification

1. By signing and submitting this Certification, the prospective lower tier participant is providing the certifications set out herein.
2. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
3. Except for transactions authorized under paragraph 3 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used herein, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Executive Order 12689. You may contact the person to which this Certification is submitted for assistance in obtaining a copy of those regulations.
5. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier Covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the "GSA Excluded Parties List System" at <http://epls.arnet.gov/>.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required herein. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, 7 CFR 3017 Subpart C Responsibilities of Participants Regarding Transactions. The regulations were published as Part IV of the January 30, 1989 Federal Register (pages 4722-4733) and Part II of the November 26, 2003 Federal Register (pages 66533-66646). Copies of the regulations may be obtained by contacting the Illinois State Board of Education.

BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW. CERTIFICATION

The prospective lower tier participant certifies, by submission of this Certification, that:

- (1) Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- (2) It will provide immediate written notice to whom this Certification is submitted if at any time the prospective lower tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances;
- (3) It shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated;
- (4) It will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions;
- (5) The certifications herein are a material representation of fact upon which reliance was placed when this transaction was entered into; and
- (6) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Certification.

Organization Name: _____

Name Authorized Representative: _____

Title of Authorized Representative: _____

Signature: _____

Signature Date: _____

**Assurance Schedule H
Notification of Lobbying Activity**

**NOTICE TO APPLICANTS – CERTIFICATION/DISCLOSURE REQUIREMENTS
RELATED TO LOBBYING**

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their subtier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress or any Federal agency in connection with the award of a particular contract, grant, cooperative agreement or loan. In addition, for each award action in excess of \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their subtier contractors and/or subgrantees to: (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their subtier contractors or subgrantees will pay with profits or **nonappropriated** funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if materials changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress or any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan;
- you are required to execute the attached certification at the time of submission of an application or before any action in excess of \$100,000 is awarded; and
- you will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations Implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of the February 26, 1990, **Federal Register** (pages 6736-6746).

(Continued on the next page)

**CERTIFICATION REGARDING LOBBYING – CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this

Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Award Number or Project Name

Name and Title of Authorized Representative

Signature

Date



Assurance Schedule I

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No. Ext):	FAX (A/C, No):
INSURED	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A :	
	INSURER B :	
	INSURER C :	
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder named as Additional Insured, as their interest may appear.

CERTIFICATE HOLDER

Moline-Coal Valley CUSD 40
 ATTN: Dave McDermott
 1619 11th Avenue
 Moline, IL 61265

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**SECTION 00 46 00
CONTRACTOR QUALIFICATIONS AND REFERENCES**

CONTRACTOR QUALIFICATIONS AND REFERENCES

2.01 INFORMATION

- A. Project: 2025 Controlled Entries for Moline-Coal Valley School District No. 40.

- B. _____, Contractor,
(Firm Name of Bidder)
as part of its bid for the above referenced project submits the attached requested information and certifies the information accurately represents the current status of the Contractor and identified Sub-Contractors.

2.02 CONTRACTOR PERFORMANCE ASSURANCE

- A. Contractor shall have sufficient capacity to provide a performance bond and a labor/material payment bond in the amount of the 100% of the Contract.
- B. The Surety shall be licensed in the State of Illinois and maintain a rating of not less than A+ (superior) as defined by Best's Insurance Guide with Key Ratings For additional information refer to AIA Document A201 General Conditions of the Contract for Construction attached herein.

- C. _____
Name of Surety (Printed/Typed Name of Surety/Bonding Company)

2.03 CONTRACTOR REFERENCES

- A. Contractor and identified Sub-Contractors shall identify a minimum of three (3) projects completed in the past three (3) years that meet or exceed the dollar value, scope, and complexity of this project.
- B. Each project listed must include the following minimum information:
 - 1. Project Name and Address.
 - 2. Owner's Name and Address.
 - 3. Brief Description of the Scope of Work including the Contractor's role in the project.
 - 4. Dollar Value of the Contract for Construction.
 - 5. Month and Year the Contract for Construction was let.
 - 6. Month and Year the Contract for Construction reached Substantial Completion.
 - 7. Minimum one (1) project reference contact including name, company, phone number, and relationship to project.

- C. Attach list of Contractor's and identified Sub-Contractor's References to this page.

2.04 CONTRACTOR

- A. _____
Name of Bidder (Printed Name of Authorized Agent of Contractor)

- B. _____
Signature of Bidder (Signed Name of Authorized Agent of Contractor)

- C. _____

Date

END OF SECTION

**SECTION 00 50 00
CONTRACTING FORMS AND SUPPLEMENTS**

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement is based on AIA A101.
- B. The General Conditions are based on AIA A201.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA G702 - Application and Certificate for Payment; 1992.
- E. AIA G703 - Continuation Sheet; 1992.
- F. AIA G704 - Certificate of Substantial Completion; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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DRAFT AIA® Document A101® - 2017

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

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

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

« Moline-Coal Valley School District No. 40 »
« 1900 52nd Avenue »
« Moline, Illinois 61265 »
« Telephone Number: (309) 743-1600 »

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

« »« »
« »
« »
« »

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

« Moline-Coal Valley School District No. 40 »
« 2025 Controlled Entry Improvements »

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

« Legat Architects, Inc. »
« 1515 5th Avenue, Suite 108 »
« Moline, Illinois 61265 »
« Telephone Number: (309) 517-5536 »

The Owner and Contractor agree as follows.

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

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

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



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

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

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

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

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

§ 3.3 Substantial Completion

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

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

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

<< >>

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

<< >>

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

<< >>

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

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

§ 5.2 Final Payment

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

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

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

<< >>

§ 5.3 Interest

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

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>

<< >>

<< >>
<< >>

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other *(Specify)*

<< >>

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

<< >>

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

<< >>
<< >>
<< >>
<< >>
<< >>
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<< >>

§ 8.3 The Contractor’s representative:

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

<< >>
<< >>
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<< >>
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<< >>

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« »

§ 8.7 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

« »

.5 Drawings

Number	Title	Date

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

Title	Date	Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

« »

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

DRAFT AIA® Document A101® - 2017

Exhibit A

Insurance and Bonds

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

for the following **PROJECT**:
(Name and location or address)

« Moline-Coal Valley School District No. 40 »
« 2025 Controlled Entry Improvements »

THE OWNER:
(Name, legal status and address)

« Moline-Coal Valley School District No. 40 »
« 1900 52nd Avenue »
« Moline, Illinois 61265 »
« Telephone Number: (309) 743-1600 »

THE CONTRACTOR:
(Name, legal status and address)

« »
« »

TABLE OF ARTICLES

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

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

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

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

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

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§ A.2.2 Liability Insurance

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

§ A.2.3 Required Property Insurance

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

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

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

Causes of Loss

Sub-Limit

[Redacted area for Causes of Loss and Sub-Limit]

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

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage

Sub-Limit

[Redacted area for Coverage and Sub-Limit]

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

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

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

[] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

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

[] § A.2.5.1 **Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. (Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § A.2.5.2 **Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits
----------	--------

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

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

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars » (\$ 1,000,000.00 ») each occurrence, One Million Dollars » (\$ 1,000,000.00 ») general aggregate, and One Million Dollars » (\$ 1,000,000.00 ») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « One Million Dollars » (\$ « 1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than « One Hundred Thousand Dollars » (\$ « 100,000.00 ») each accident, « One Hundred Thousand Dollars » (\$ « 100,000.00 ») each employee, and « Five Hundred Thousand Dollars » (\$ « 500,000.00 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.

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

§ A.3.3 Contractor's Other Insurance Coverage

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

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

« »

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

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

- [« »] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below: *(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

« »

- [« »] § A.3.3.2.2 **Railroad Protective Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.
- [« »] § A.3.3.2.3 **Asbestos Abatement Liability Insurance**, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- [« »] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- [« »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by

the Contractor and used on the Project, including scaffolding and other equipment.

[« »] **§ A.3.3.2.6 Other Insurance**

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

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

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

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

« »

DRAFT AIA® Document A201® - 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« Moline-Coal Valley School District No. 40 »
« 2025 Controlled Entry Improvements »

THE OWNER:

(Name, legal status and address)

« Moline-Coal Valley School District No. 40 »
« 1900 52nd Avenue »
« Moline, Illinois 61265 »
« Telephone Number: (309) 743-1600 »

THE ARCHITECT:

(Name, legal status and address)

« Legat Architects, Inc. »
« 1515 5th Avenue, Suite 108 »
« Moline, Illinois 61265 »
« Telephone Number: (309) 517-5536 »

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13	MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:
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14 TERMINATION OR SUSPENSION OF THE CONTRACT

15 CLAIMS AND DISPUTES



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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 00 80 00
PREVAILING WAGE REQUIREMENTS**

PREVAILING WAGE REQUIREMENTS

2.01 REQUIREMENTS

- A. Each Contractor shall comply with requirements off "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, County, City or by any public body or any political subdivision or by any one under contract for public works".
- B. If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by Contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

2.02 ACT AND ORDINANCES

- A. "An Act requireing wages of laborers, mechanics and other workmen employed in any public works by the State, County, City of any public body or any political subdivision or by any one under contract for public works...", Illinois Revised Statutes, 1981, Chapter 48, Sections 39s-1 through 39s.
 - 1. Refer to Illinois Department of Labor (www.illinois.gov) to identify the current Prevailing Wages for Rock Island County.

END OF SECTION

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**SECTION 01 10 00
SUMMARY**

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: MCVSD#40 2025 Controlled Entries
- B. Owner's Name: Moline-Coal Valley School District.
- C. Architect's Name: Legat Architects, Inc..
- D. The Project consists of the construction of 2025 Controlled Entries at John Deere Middle School.

1.02 CONTRACT DESCRIPTION

- A. Contract Type: Single contract based on a Stipulated Price.
- B. Work covered by Contract Documents: 2025 Controlled Entry Improvements at John Deere Middle School and Wilson Middle School
- C. Definitions. The following terms are used throughout the Contract Documents. The work will be governed in accord with the definitions.
 - 1. Fabricated: Fabricated pertains to items specifically assembled or made of selected materials or components to meet individual design requirements.
 - 2. Manufactured: Manufactured means standard units, usually mass produced by an established manufacturer of the respective item.
 - 3. Provide: Provide means furnish and install.
 - 4. Shop fabricated or shop made: Shop fabricated or shop made refers to items made by a Contractor or Subcontractor in their own Shop.
- D. Insurance
 - 1. Designated Builder's Risk Insurance Purchaser:
 - a. Owner shall purchase and maintain Builder's Risk Insurance in accord with the General Conditions of the Contract Documents.
 - 2. Certificate of Insurance shall be provided per the amounts indicated on the attached sample Certificate of Insurance document. Furnish certificates of insurance and copies of actual policies in triplicate with the Owner's project name and number stated on the certificates and submit prior to the beginning of on-site operations. The coverage and amounts below are minimum requirements and do not establish limits to the contractor's liability. Other coverage and higher limits may be provided at the Contractor's option.
 - 3. General Policy Requirements:
 - a. All policies are to be written by insurance companies licensed to do business in the state in which the Work is to be performed and be acceptable to the Owner.
 - 1) Commercial General Liability Insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence" basis.
 - 2) Prime Contractors and Subcontractors insurance certificate and policies shall name Moline-Coal Valley School district, its members, officers, employees, and "Additionally Insured" on all liability insurance including excess liability insurance.
 - 3) Waiver of Subrogation Endorsement In favor of Moline-Coal Valley School District and Legat Architects, Inc.
 - 4) The Insurance Certificate should indicate:
 - (a) Project Name: Moline-Coal Valley School District; 2025 Controlled Entry Improvements at John Deere Middle School and Wilson Middle School.
 - (b) Project Number: 225017.00
 - (c) Certificate Holder: Moline-Coal Valley School District
- E. Contracts
 - 1. The Owner will award a single construction contract for all work specified herein.

1.03 DUTIES OF PRIME CONTRACTORS

- A. Except as specifically noted, provide and pay for:
 - 1. Labor, materials and equipment.
 - 2. Tools, construction equipment and machinery.
 - 3. Other facilities and services necessary for proper execution and completion of work.
- B. Secure and pay for as necessary for proper execution and completion of work, and as applicable at time of receipt of bids:
 - 1. Permits
 - 2. Government Fees
 - 3. Licenses
- C. Give required notices.
- D. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of work.
- E. Promptly submit written notice to Architect of known or observed variances of Contract Documents from legal requirements.
 - 1. Appropriate modifications to Contract Documents will adjust necessary changes.
 - 2. Assume responsibility for Work known to be contrary to such requirements.
- F. Enforce strict discipline and good order among employees. Do not employ on Project:
 - 1. Unfit persons.
 - 2. Persons not skilled in assigned task.
- G. This Project is exempt from all State and Local use taxes.
 - 1. Obtain sales tax exemption certificate number from Owner.
 - 2. Place exemption certificate number on invoices for materials incorporated in work.
 - 3. Upon Owner's request furnish copies of invoices to Owner.
 - 4. Upon completion of work, file with Owner, notarized statement that all purchases made under exemption certificate were entitled to be exempt.
 - 5. Pay legally assessed penalties for improper use of exemption certificate number.
 - 6. Proceeds for end-use or consumption items to construction contractors to perform real estate construction contracts for the State of Illinois and its political subdivisions are taxable.
- H. Purchase and maintain insurance in accordance with the General Conditions.
- I. Provide required bonds for all portions of the work in accordance with the General Conditions.

1.04 OWNER OCCUPANCY

- A. Owner intends to occupy the Project upon Substantial Completion.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
- C. Schedule the Work to accommodate Owner occupancy.

1.05 JOB OPERATIONS

- A. Project Security:
 - 1. Provide necessary precautions such as barriers to protect Owner's personnel, the public, in the area of construction.
 - 2. Securely close-off all areas of construction after working hours to prevent entry by unauthorized persons.

1.06 WORK LIMITATIONS

- A. All spaces around where work will be done may be occupied by Owner's personnel. Any work done during times of occupancy shall be limited in scope to prevent disturbing the occupants.
- B. Schedule work in such a manner as to not disrupt mechanical or electrical systems for the existing adjacent buildings during times when the building is occupied.

C. Give Owner minimum three days notice before starting Construction Work in any area.

1.07 CONTRACTOR USE OF SITE AND PREMISES

- A. Confine operations at site to areas permitted by:
 - 1. Law.
 - 2. Permits.
 - 3. Contract.
 - 4. Owner's representative.
- B. Confer with Owner's representative and obtain full knowledge of all site rules and regulation affecting work.
- C. Conform to site rules and regulations while engaged in project construction.
- D. Site rules and regulations take precedence over others that may exist outside such jurisdiction.
- E. Employees On Site: The Owner's representative may examine Contractor's list of employees, including those of his subcontractors and their agents for all employees working on site.
- F. Vehicle use: Rigidly enforce the following:
 - 1. Keep all vehicles, mechanized or motorized equipment locked and secured at all times when parked and unattended on Owner's premises.
 - 2. Do not, under any circumstance, leave any vehicle unattended with motor engine running, or with ignition key in place.
 - 3. All traffic control subject to Owner's representative's and Architects approval.
- G. Do not unreasonably encumber site with materials or equipment.
- H. Assume full responsibility for protection safety and safekeeping of products stored on premises.
- I. Move all stored products or equipment which interferes with operations of Owner or other subcontractors.
- J. Obtain and pay for use of additional storage or work area needed for operations.
- K. Limit use of site for work and storage:
 - 1. To areas indicated on the Drawings.
 - 2. To areas approved in advance by Owner and/or the Architect.
- L. The Contractor acknowledges that the adjacent site will be used by Owner's personnel and appropriate safety requirements must be maintained by the Contractor.
- M. State of Illinois Law prohibits the use of smoking materials on any school property.
- N. Construction Operations: Limited to areas noted on Drawings.
- O. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- P. Provide access to and from site as required by law and by Owner and/or Architect:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.
- Q. Existing building spaces may not be used for storage unless approved in advance by the owner.
- R. Utility Outages and Shutdown:
 - 1. Do not disrupt or shut down life safety systems, including but not limited to fire sprinklers and fire alarm system, without 7 days notice to Owner and authorities having jurisdiction.
 - 2. Prevent accidental disruption of utility services to other facilities.

1.08 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner and Architect.
- B. Coordinate all work with general contractor, which will be performing work under separate contract.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 21 00 - Allowances: Payment procedures relating to allowances.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Include in each line item, the amount of Allowances specified in this section.
- F. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.

- G. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- H. Submit one electronic and three hard-copies of each Application for Payment.
- I. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ____ days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
 - 4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 - 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.

- G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- J. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 22 00
UNIT PRICES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. List of unit prices, for use in preparing Bids.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 00 43 22 - Unit Prices Form: List of Unit Prices as supplement to Bid Form
- C. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

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

1.04 UNIT QUANTITIES SPECIFIED

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

1.05 MEASUREMENT OF QUANTITIES

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

1.06 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
 - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 23 00
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 52 00 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ALTERNATES

- A. The Bids for the Alternates described herein required in order for the Owner to obtain information necessary for the proper consideration of the Project in its entirety.
- B. Definitions: Alternates are defined as alternate products, materials, equipment, installations, or systems for the Work, which may, at Owner's option and under terms established by Instructions to Bidders, be selected and recorded in the Owner-Contractor Agreement to either supplement or displace corresponding basic requirements of the Contract Documents. Alternates may or may not substantially change scope and general character of the Work, and must not be confused with "allowances", "unit prices", "changes orders", "substitutions", or other similar provisions.

1.04 ACCEPTANCE OF ALTERNATES

- A. Alternate pricing shall be held for 60 days unless a provision of the alternate calls for additional time for Owner's consideration.
- B. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- C. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.
- D. Any listing of various trades is not necessarily all-inclusive or exclusionary of any Bid Category that may have cost impacts from an alternate. All Bid Category prime bidders are to bid on all alternates that have work associated with their scope of work. If there is no indication of a change in price on a particular alternate by a Bidder, it shall be interpreted at the Construction Manager's discretion that there is a zero dollar cost change to modify the scope for that particular alternate.

1.05 SCHEDULE OF ALTERNATES

- A. Alternate No. 1 - John Deere Security Office in Vestibule:
 - 1. Base Bid Item: Drawing number AJ-101 including adding new vestibule doors and replacing existing vestibule doors to create an enclosed vestibule.
 - 2. Alternate Item: Drawing number AJ-101 including adding a small Security Office inside the vestibule between the existing doors. Security Office shall be two walls up to 8'-0" above floor, with a 36" door and two 36"x48" windows with security film applied to the interior side. Each window in the security office shall also include a voice speaker box. See drawings for scope of Alternate #1.
- B. Alternate No. 2 - Wilson Security Office in Vestibule:
 - 1. Base Bid Item: Drawing number AW-101 including removal of existing entry doors and installing new vestibule that includes aluminum-framed storefront system to create a full vestibule that includes six pairs of double doors.
 - 2. Alternate Item: Drawing number AW-101 including adding a small Security Office attached to the new vestibule on the interior north side of the vestibule. Security Office

shall be made of aluminum-framed storefront to match adjacent vestibule and extend up to ceiling above. Also to include a single 36" aluminum-clad full-lite door. Aluminum-framed storefront wall that is between the vestibule and security office shall have a metal infill panel installed in the lower half and glass in the upper half and also include security film on the office side of the glass. Window between the security office and the vestibule shall also include a voice speaker box. See drawings for scope of Alternate #2.

- C. Alternate No. 3 - Wilson Existing Lobby Floor Joist Temporary Shoring:
 - 1. Alternate Item: Drawing number SW-100 Foundation and Framing Plan including Installing temporary shoring in the crawlspace below the existing main entry lobby. The ends of the existing floor joists are deteriorating due to condensation. The crawl space is accessed via a floor hatch in the school office. This alternate would require utilizing this existing floor hatch for the movement of materials and manpower to make use of without disturbing the existing lobby floor. Refer to structural drawings for scope of Alternate #3.
- D. Alternate No. 4 - Wilson Existing Lobby Floor Joist Replacement:
 - 1. Alternate Item: Drawing number SW-100 Foundation and Framing Plan including Remove portion of existing lobby floor slab as designated on the drawings for access to existing floor joists for installation of shoring and partial floor joist replacement. See Structural drawings for scope of Alternate #4.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 25 00
SUBSTITUTION PROCEDURES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 21 13 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 00 43 25 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).
- C. Section 01 21 00 - Allowances, for cash allowances affecting this section.
- D. Section 01 30 00 - Administrative Requirements: Submittal procedures, coordination.
- E. Section 01 60 00 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

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

1.04 REFERENCE STANDARDS

- A. CSI/CSC Form 1.5C - Substitution Request (During the Bidding/Negotiating Stage); Current Edition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. Provide products as specified unless substitutions are submitted in the manner described herein, accepted, and documented.
- B. Products proposed for substitution that do not meet or exceed all aspects of the products specified will not b
- C. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.

- D. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.
- E. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- F. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. CSI Substitution Request form is required. Contractor's Substitution Request documentation must include the following:
 - a. Project Information:
 - 1) Official project name and number, and any additional required identifiers established in Contract Documents.
 - 2) Owner's, Architect's, and Contractor's names.
 - b. Substitution Request Information:
 - 1) Discrete and consecutive Substitution Request number, and descriptive subject/title.
 - 2) Indication of whether the substitution is for cause or convenience.
 - 3) Issue date.
 - 4) Reference to particular Contract Document(s) specification section number, title, and article/paragraph(s).
 - 5) Description of Substitution.
 - 6) Reason why the specified item cannot be provided.
 - 7) Differences between proposed substitution and specified item.
 - 8) Description of how proposed substitution affects other parts of work.
 - c. Attached Comparative Data: Provide point-by-point, side-by-side comparison addressing essential attributes specified, as appropriate and relevant for the item:
 - 1) Physical characteristics.
 - 2) In-service performance.
 - 3) Expected durability.
 - 4) Visual effect.
 - 5) Sustainable design features.
 - 6) Warranties.
 - 7) Other salient features and requirements.
 - 8) Include, as appropriate or requested, the following types of documentation:
 - (a) Product Data:
 - (b) Samples.
 - (c) Certificates, test, reports or similar qualification data.
 - (d) Drawings, when required to show impact on adjacent construction elements.
 - d. Impact of Substitution:
 - 1) Savings to Owner for accepting substitution.
 - 2) Change to Contract Time due to accepting substitution.
- G. Limit each request to a single proposed substitution item.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Prior to Bid Closing: Substitute products will be considered up to four (4) business days prior to bid closing. Requests received after this date will not be considered.
 - 1. When a request to substitute a product is made, Architect may approve the substitution and, if approved, will document the approval by issuing an Addendum to known bidders.
- B. At Time of Bid Closing: Substitute products will be considered if submitted as an attachment to the bidding forms.
- C. Submittal Time Restrictions:

1. Section 00 21 13 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. After the Bid Closing: No substitutions will be considered unless one or more of the following conditions exist:
 1. Product is discontinued.
 2. Delays beyond control such as labor strikes, lockouts, severe weather conditions, fires, or acts of God which may preclude the production and/or delivery of products for purposes of the Project.
- B. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by Architect, in order to stay on approved project schedule.
- C. Substitutions will not be considered under one or more of the following circumstances:
 1. Failure to award subcontract in sufficient time;
 2. Failure to place orders to ensure delivery without delaying work.
 3. Insufficient quantity of product;
 4. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 5. Without a separate written request.
 6. When acceptance will require revisions to Contract Documents.
 7. When they offer advantages solely to the Contractor.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.

3.05 ACCEPTANCE

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

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

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**SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Construction progress schedule.
- D. Coordination drawings.
- E. Submittals for review, information, and project closeout.
- F. Number of copies of submittals.
- G. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 PROJECT COORDINATION

- A. Project Coordinator: Contractor(s).
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Manufacturer's instructions and field reports.
 - 5. Applications for payment and change order requests.
 - 6. Progress schedules.
 - 7. Coordination drawings.
 - 8. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.

3. Contractor.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
 1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's superintendent.
 5. Major subcontractors.
- D. Agenda:
 1. Review minutes of previous meetings.
 2. Review of work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Coordination of projected progress.
 10. Maintenance of quality and work standards.
 11. Effect of proposed changes on progress schedule and coordination.
 12. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.03 CONSTRUCTION PROGRESS SCHEDULE

- A. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- B. Within 20 days after review of preliminary schedule, submit draft of proposed complete schedule for review.
 1. Include written certification that major contractors have reviewed and accepted proposed schedule.
- C. Within 10 days after joint review, submit complete schedule.
- D. Submit updated schedule with each Application for Payment.

3.04 COORDINATION DRAWINGS

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

3.05 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.06 SUBMITTALS FOR INFORMATION

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

3.07 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.08 NUMBER OF COPIES OF SUBMITTALS

- A. Documents for Review:
 - 1. Small Size Sheets, Not Larger Than 8-1/2 by 11 inches (215 by 280 mm): Submit the number of copies that Contractor requires, plus two copies that will be retained by Architect.
- B. Documents for Information: Submit two copies.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.09 SUBMITTAL PROCEDURES

- A. General Requirements:
1. Transmit using approved form.
 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 5. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 6. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 7. Provide space for Contractor and Architect review stamps.
 8. When revised for resubmission, identify all changes made since previous submission.
 9. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 10. Submittals not requested will not be recognized or processed.

END OF SECTION

**SECTION 01 40 00
QUALITY REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals.
- B. References and standards.
- C. Control of installation.
- D. Mock-ups.
- E. Manufacturers' field services.
- F. Defect Assessment.

1.02 RELATED REQUIREMENTS

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

1.03 REFERENCE STANDARDS

- A. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants; 2008 (Reapproved 2023).
- B. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2021.
- C. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Design Data: Submit for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- E. Manufacturer's Field Reports: Submit reports for Architect's benefit as contract administrator or for Owner.
 - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

1.05 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.

- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONTROL OF INSTALLATION

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

3.02 MOCK-UPS

- A. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- C. Architect will use accepted mock-ups as a comparison standard for the remaining Work.
- D. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

3.03 MANUFACTURERS' FIELD SERVICES

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

3.04 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not complying with specified requirements.

END OF SECTION

**SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Vehicular access and parking.
- C. Waste removal facilities and services.

1.02 RELATED REQUIREMENTS

- A. Section 01 51 00 - Temporary Utilities.
- B. Section 01 55 00 - Vehicular Access and Parking.

1.03 TEMPORARY UTILITIES - SEE SECTION 01 51 00

- A. Owner will provide the following:
 - 1. Electrical power and metering, consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Existing facilities may not be used.
- C. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.04 VEHICULAR ACCESS AND PARKING - SEE SECTION 01 55 00

- A. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- B. Coordinate access and haul routes with governing authorities and Owner.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.
- E. Designated existing on-site roads may be used for construction traffic.
- F. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.05 WASTE REMOVAL

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

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**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General product requirements.
- B. Re-use of existing products.
- C. Transportation, handling, storage and protection.
- D. Product option requirements.
- E. Substitution limitations.
- F. Maintenance materials, including extra materials, spare parts, tools, and software.

1.02 RELATED REQUIREMENTS

- A. Section 01 25 00 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 40 00 - Quality Requirements: Product quality monitoring.
- C. Section 01 61 16 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- D. Section 01 74 19 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 SUBMITTALS

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

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Unforeseen historic items encountered remain the property of the Owner; notify Owner promptly upon discovery; protect, remove, handle, and store as directed by Owner.
- C. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made using or containing CFC's or HCFC's.

2. Containing lead, cadmium, or asbestos.
- C. Where other criteria are met, Contractor shall give preference to products that:
 1. If used on interior, have lower emissions, as defined in Section 01 61 16.
 2. If wet-applied, have lower VOC content, as defined in Section 01 61 16.
 3. Are extracted, harvested, and/or manufactured closer to the location of the project.
 4. Have longer documented life span under normal use.
 5. Result in less construction waste. See Section 01 74 19
 6. Are made of vegetable materials that are rapidly renewable.
- D. Materials and Equipment Incorporated Into The Work
 1. NO MATERIAL OR PRODUCT SHALL BE DELIVERED TO, PROVIDED FOR OR INSTALLED ON PROJECT WHICH CONTAINS ANY ASBESTOS OR ASBESTOS-CONTAINING MATERIAL.
 2. Conform to project specifications and standards.
 3. Comply with size, make, type and quality specified.
 4. Manufactured and fabricated products:
 - a. Design, fabricate and assemble in accord with best engineering and shop practices.
 - b. Manufacture like parts of duplicate units to standard sizes and gages, to be interchangeable.
 - c. Two or more items of the same kind shall be identical from the same manufacturer.
 - d. All parts of systems shall be from the same manufacturer to the greatest extent practicable.
 - e. Adhere to equipment capacities, sizes and dimensions shown or specified unless variations are specifically approved by Change Order.

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

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

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

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

3.02 TRANSPORTATION AND HANDLING

- A. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- B. If special precautions are required, attach instructions prominently and legibly on outside of packaging.
- C. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to stored materials.
- D. Transport and handle products in accordance with manufacturer's instructions.
- E. Transport materials in covered trucks to prevent contamination of product and littering of surrounding areas.

- F. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- G. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage, and to minimize handling.
- H. Arrange for the return of packing materials, such as wood pallets, where economically feasible.

3.03 STORAGE AND PROTECTION

- A. Provide protection of stored materials and products against theft, casualty, or deterioration.
- B. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 74 19.
- C. Store and protect products in accordance with manufacturers' instructions.
- D. Store with seals and labels intact and legible.
- E. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- F. For exterior storage of fabricated products, place on sloped supports above ground.
- G. Provide off-site storage and protection when site does not permit on-site storage or protection.
- H. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- I. Comply with manufacturer's warranty conditions, if any.
- J. Do not store products directly on the ground.
- K. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- L. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- M. Prevent contact with material that may cause corrosion, discoloration, or staining.
- N. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- O. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

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**SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, except removal, disposal, and/or remediation of hazardous materials and toxic substances.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Cleaning and protection.
- F. Starting of systems and equipment.
- G. Demonstration and instruction of Owner personnel.
- H. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- I. General requirements for maintenance service.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on working in existing building; continued occupancy; work sequence; identification of salvaged and relocated materials.
- B. Section 01 30 00 - Administrative Requirements: Submittals procedures, Electronic document submittal service.
- C. Section 01 40 00 - Quality Requirements: Testing and inspection procedures.
- D. Section 01 78 00 - Closeout Submittals: Project record documents, operation and maintenance data, warranties, and bonds.
- E. Section 02 41 00 - Demolition: Demolition of whole structures and parts thereof; site utility demolition.
- F. Section 07 84 00 - Firestopping.

1.03 REFERENCE STANDARDS

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

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate Contractor.

1.05 QUALIFICATIONS

- A. For demolition work, employ a firm specializing in the type of work required.
- B. For design of temporary shoring and bracing, employ a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

1.06 PROJECT CONDITIONS

- A. Use of explosives is not permitted.

- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Perform dewatering activities, as required, for the duration of the project.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
 - 1. Minimize amount of bare soil exposed at one time.
 - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
 - 3. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
 - 4. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- H. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- I. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

1.07 COORDINATION

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

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 60 00 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.
 - 2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 GENERAL INSTALLATION REQUIREMENTS

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

3.05 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.

3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Maintain weatherproof exterior building enclosure except for interruptions required for replacement or modifications; take care to prevent water and humidity damage.
 1. Where openings in exterior enclosure exist, provide construction to make exterior enclosure weatherproof.
 2. Insulate existing ducts or pipes that are exposed to outdoor ambient temperatures by alterations work.
- C. Remove existing work as indicated and as required to accomplish new work.
 1. Remove rotted wood, corroded metals, and deteriorated masonry and concrete; replace with new construction specified.
 2. Remove items indicated on drawings.
 3. Relocate items indicated on drawings.
 4. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 5. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- D. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, Telecommunications, and Technology): Remove, relocate, and extend existing systems to accommodate new construction.
 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- E. Protect existing work to remain.
 1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- F. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- G. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- H. Refinish existing surfaces as indicated:
 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.

- I. Clean existing systems and equipment.
- J. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- K. Do not begin new construction in alterations areas before demolition is complete.
- L. Comply with all other applicable requirements of this section.

3.06 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- G. Restore work with new products in accordance with requirements of Contract Documents.
- H. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- I. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 84 00, to full thickness of the penetrated element.
- J. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.07 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.08 PROTECTION OF INSTALLED WORK

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

3.09 SYSTEM STARTUP

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- C. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- D. Verify that wiring and support components for equipment are complete and tested.
- E. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- F. Submit a written report that equipment or system has been properly installed and is functioning correctly.

3.10 DEMONSTRATION AND INSTRUCTION

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

3.11 ADJUSTING

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

3.12 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.
- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, scuppers, overflow drains, area drains, drainage systems, and _____.

- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.13 CLOSEOUT PROCEDURES

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

3.14 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

END OF SECTION

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**SECTION 01 78 00
CLOSEOUT SUBMITTALS**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

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

1.03 SUBMITTALS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.

- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Changes made by Addenda and modifications.
- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original Contract drawings.

3.02 OPERATION AND MAINTENANCE DATA

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

3.03 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

- A. For Each Product, Applied Material, and Finish:
 - 1. Product data, with catalog number, size, composition, and color and texture designations.
- B. Instructions for Care and Maintenance: Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental cleaning agents and methods, and recommended schedule for cleaning and maintenance.
- C. Additional information as specified in individual product specification sections.
- D. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.

3.04 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- D. Include color coded wiring diagrams as installed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. Provide Contractor's coordination drawings, with color coded piping diagrams as installed.

3.05 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- D. Prepare data in the form of an instructional manual.
- E. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- F. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- G. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- H. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- I. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- J. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- K. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- L. Arrangement of Contents: By systems under section numbers and sequence of Table of Contents of this Project Manual.
- M. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Project Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Operation and Maintenance instructions, arranged by system and subdivided by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - 3. Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - 4. Operation and Maintenance Data: Arranged by system, then by product category.
 - a. Source data.
 - b. Operation and maintenance data.
 - c. Field quality control data.
 - d. Photocopies of warranties and bonds.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- O. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect, Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

3.06 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.
- E. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

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

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
 - 2. Demolition firm qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.04 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: Company specializing in the type of work required.
 - 1. Minimum of 5 years of documented experience.

1.05 PROJECT CONDITIONS

- A. Minimize production of dust due to demolition operations; do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.

PART 2 PRODUCTS -- NOT USED

PART 3 EXECUTION

3.01 SCOPE

- A. Remove and modify existing items as required to achieve new scope of work.

3.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 4. Provide, erect, and maintain temporary barriers and security devices.
 - 5. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - 6. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 7. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 8. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.

- 9. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Hazardous Materials:
 - 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
- E. Perform demolition in a manner that maximizes salvage and recycling of materials.
 - 1. Dismantle existing construction and separate materials.
 - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

3.03 EXISTING UTILITIES

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

3.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Existing construction and utilities indicated on drawings are based on casual field observation and existing record documents only.
 - 1. Verify construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Maintain weatherproof exterior building enclosure, except for interruptions required for replacement or modifications; prevent water and humidity damage.
- C. Remove existing work as indicated and required to accomplish new work.
 - 1. Remove items indicated on drawings.
- D. Services including, but not limited to, HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications: Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems to remain in operation, and maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.

4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings. Remove back to source of supply where possible, otherwise cap stub and tag with identification.
- E. Protect existing work to remain.
 1. Prevent movement of structure. Provide shoring and bracing as required.
 2. Perform cutting to accomplish removal work neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
 4. Patch to match new work.

3.05 DEBRIS AND WASTE REMOVAL

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

END OF SECTION

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**SECTION 03 30 00
CAST-IN-PLACE CONCRETE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete foundation walls and stoops.
- D. Concrete reinforcement.
- E. Joint devices associated with concrete work.
- F. Concrete curing.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Products and installation for sealants and joint fillers for saw cut joints and isolation joints in slabs.
- B. Section 32 13 13 - Concrete Paving: Sidewalks, curbs and gutters.

1.03 REFERENCE STANDARDS

- A. ACI CODE-318 - Building Code Requirements for Structural Concrete and Commentary; 2019 (Reapproved 2022).
- B. ACI PRC-211.1 - Selecting Proportions for Normal-Density and High Density-Concrete - Guide; 2022.
- C. ACI PRC-223 - Shrinkage-Compensating Concrete - Guide; 2021.
- D. ACI PRC-302.1 - Guide to Concrete Floor and Slab Construction; 2015.
- E. ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete; 2000 (Reapproved 2009).
- F. ACI PRC-305 - Guide to Hot Weather Concreting; 2020.
- G. ACI PRC-306 - Guide to Cold Weather Concreting; 2016.
- H. ACI PRC-308 - Guide to External Curing of Concrete; 2016.
- I. ACI PRC-347 - Guide to Formwork for Concrete; 2014 (Reapproved 2021).
- J. ACI SPEC-117 - Specification for Tolerances for Concrete Construction and Materials; 2010 (Reapproved 2015).
- K. ACI SPEC-301 - Specifications for Concrete Construction; 2020.
- L. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2022.
- M. ASTM A767/A767M - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement; 2019.
- N. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2022.
- O. ASTM C33/C33M - Standard Specification for Concrete Aggregates; 2023.
- P. ASTM C39/C39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2023.
- Q. ASTM C150/C150M - Standard Specification for Portland Cement; 2022.
- R. ASTM C171 - Standard Specification for Sheet Materials for Curing Concrete; 2020.
- S. ASTM C330/C330M - Standard Specification for Lightweight Aggregates for Structural Concrete; 2023.

- T. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- U. ASTM C579 - Standard Test Methods for Compressive Strength of Chemical-Resistant Mortars, Grouts, Monolithic Surfacing, and Polymer Concretes; 2023.
- V. ASTM C595/C595M - Standard Specification for Blended Hydraulic Cements; 2021.
- W. ASTM C618 - Standard Specification for Coal Ash and Raw or Calcined Natural Pozzolan for Use in Concrete; 2023, with Editorial Revision.
- X. ASTM C989/C989M - Standard Specification for Slag Cement for Use in Concrete and Mortars; 2024.
- Y. ASTM C1240 - Standard Specification for Silica Fume Used in Cementitious Mixtures; 2020.
- Z. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Asphalt Types); 2023.
- AA. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- BB. ASTM E154/E154M - Standard Test Methods for Water Vapor Retarders Used in Contact with Earth Under Concrete Slabs, on Walls, or as Ground Cover; 2008a (Reapproved 2019).
- CC. ASTM E1155 - Standard Test Method for Determining FF Floor Flatness and FL Floor Levelness Numbers; 2020.
- DD. ASTM E1643 - Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs; 2018a.
- EE. ASTM E1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2017 (Reapproved 2023).
- FF. COE CRD-C 48 - Handbook for Concrete and Cement Standard Test Method for Water Permeability of Concrete; 1992.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements and installation instructions.
 - 1. For curing compounds, provide data on method of removal in the event of incompatibility with floor covering adhesives.
- C. Mix Design: Submit proposed concrete mix design.
 - 1. Indicate proposed mix design complies with requirements of ACI SPEC-301, Section 4 - Concrete Mixtures.
 - 2. Indicate proposed mix design complies with requirements of ACI CODE-318, Chapter 5 - Concrete Quality, Mixing and Placing.
- D. Samples: Submit samples of underslab vapor retarder to be used.
- E. Test Reports: Submit report for each test or series of tests specified.
- F. Test Reports: Submit termite-resistant sheet manufacturer's summary of independent laboratory and field testing for effectiveness in subterranean termite exclusion.
- G. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.
- H. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Perform work of this section in accordance with ACI SPEC-301 and ACI CODE-318.
- B. Follow recommendations of ACI PRC-305 when concreting during hot weather.
- C. Follow recommendations of ACI PRC-306 when concreting during cold weather.

1.06 WARRANTY

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

PART 2 PRODUCTS

2.01 FORMWORK

- A. Formwork Design and Construction: Comply with guidelines of ACI PRC-347 to provide formwork that will produce concrete complying with tolerances of ACI SPEC-117.
- B. Form Materials: Contractor's choice of standard products with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
 - 1. Form Facing for Exposed Finish Concrete: Contractor's choice of materials that will provide smooth, stain-free final appearance.

2.02 REINFORCEMENT MATERIALS

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi) (420 MPa).
- B. Steel Welded Wire Reinforcement (WWR): Galvanized, plain type, ASTM A1064/A1064M.
- C. Reinforcement Accessories:
 - 1. Tie Wire: Annealed, minimum 16 gauge, 0.0508 inch (1.29 mm).
 - 2. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.

2.03 CONCRETE MATERIALS

- A. Cement: ASTM C150/C150M, Type I - Normal Portland type.
- B. Blended Hydraulic Cement: ASTM C595/C595M, Type IS(20).
- C. Fine and Coarse Aggregates: ASTM C33/C33M.
- D. Lightweight Aggregate: ASTM C330/C330M.
- E. Fly Ash: ASTM C618, Class C or F.
- F. Calcined Pozzolan: ASTM C618, Class N.
- G. Ground Granulated Blast Furnace Slag: ASTM C989/C989M.
- H. Silica Fume: ASTM C1240, proportioned in accordance with ACI PRC-211.1.

2.04 ACCESSORY MATERIALS

- A. Underslab Vapor Retarder:
 - 1. Sheet Material: ASTM E1745, Class A; stated by manufacturer as suitable for installation in contact with soil or granular fill under concrete slabs. Single-ply polyethylene is prohibited.
 - 2. Accessory Products: Vapor retarder manufacturer's recommended tape, adhesive, mastic, prefabricated boots, etc., for sealing seams and penetrations.
 - 3. Products:
 - a. Henry Company; Moistop Ultra 15: www.henry.com/#sle.
 - b. ISI Building Products; Viper VaporCheck II 15-mil (Class A): www.isibp.com/#sle.
 - c. Stego Industries, LLC; ____: www.stegoindustries.com/#sle.
 - d. W. R. Meadows, Inc; PERMINATOR Class A - 15 mils (0.38 mm): www.wrmeadows.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Non-Shrink Cementitious Grout: Premixed compound consisting of nonmetallic aggregate, cement, water reducing and plasticizing agents.

2.05 BONDING AND JOINTING PRODUCTS

- A. Slab Isolation Joint Filler: 1/2-inch (13 mm) thick, height equal to slab thickness, with removable top section forming 1/2-inch (13 mm) deep sealant pocket after removal.
 - 1. Material: ASTM D1751, cellulose fiber.

2.06 MIXING

- A. Adding Water: If concrete arrives on-site with slump less than suitable for placement, do not add water that exceeds the maximum water-cement ratio or exceeds the maximum permissible slump.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify lines, levels, and dimensions before proceeding with work of this section.

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI SPEC-301. Design and fabricate forms to support all applied loads until concrete is cured and for easy removal without damage to concrete.
- B. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- C. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade. Comply with ASTM E1643. Lap joints minimum 6 inches (150 mm). Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.
 - 1. Vapor Retarder Over Granular Fill: Install compactible granular fill before placing vapor retarder as indicated on drawings. Do not use sand.

3.03 INSTALLING REINFORCEMENT AND OTHER EMBEDDED ITEMS

- A. Comply with requirements of ACI SPEC-301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.
- B. Install welded wire reinforcement in maximum possible lengths, and offset end laps in both directions. Splice laps with tie wire.
- C. Verify that anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with concrete placement.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI PRC-304.
- B. Place concrete for floor slabs in accordance with ACI PRC-302.1.
- C. Place concrete continuously without construction (cold) joints wherever possible; where construction joints are necessary, before next placement prepare joint surface by removing laitance and exposing the sand and sound surface mortar, by sandblasting or high-pressure water jetting.
- D. Finish floors level and flat, unless otherwise indicated, within the tolerances specified below.

3.05 SLAB JOINTING

- A. Locate joints as indicated on drawings.
- B. Anchor joint fillers and devices to prevent movement during concrete placement.
- C. Isolation Joints: Use preformed joint filler with removable top section for joint sealant, total height equal to thickness of slab, set flush with top of slab.
- D. Saw Cut Contraction Joints: Saw cut joints before concrete begins to cool, within 4 to 12 hours after placing; use 3/16 inch (5 mm) thick blade and cut at least 1 inch (25 mm) deep but not less than one quarter (1/4) the depth of the slab.

3.06 FLOOR FLATNESS AND LEVELNESS TOLERANCES

- A. Maximum Variation of Surface Flatness:
 - 1. Exposed Concrete Floors: 1/4 inch (6 mm) in 10 feet (3 m).
 - 2. Under Seamless Resilient Flooring: 1/4 inch (6 mm) in 10 feet (3 m).

3. Under Carpeting: 1/4 inch (6 mm) in 10 feet (3 m).
- B. Correct the slab surface if tolerances are less than specified.
- C. Correct defects by grinding or by removal and replacement of the defective work. Areas requiring corrective work will be identified. Re-measure corrected areas by the same process.

3.07 CONCRETE FINISHING

- A. Concrete Slabs: Finish to requirements of ACI PRC-302.1 and as follows:
 1. Other Surfaces to Be Left Exposed: Trowel as described in ACI PRC-302.1, minimizing burnish marks and other appearance defects.
- B. In areas with floor drains, maintain floor elevation at walls; pitch surfaces uniformly to drains at 1:50 nominal.

3.08 CURING AND PROTECTION

- A. Comply with requirements of ACI PRC-308. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
- C. Surfaces Not in Contact with Forms:
 1. Slabs and Floors To Receive Adhesive-Applied Flooring: Curing compounds and other surface coatings are usually considered unacceptable by flooring and adhesive manufacturers. If such materials must be used, either obtain the approval of the flooring and adhesive manufacturers prior to use or remove the surface coating after curing to flooring manufacturer's satisfaction.
 2. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Keep continuously moist for not less than three days by water ponding, water-saturated sand, water-fog spray, or saturated burlap.
 3. Final Curing: Begin after initial curing but before surface is dry.
 - a. Moisture-Retaining Sheet: Lap strips not less than 3 inches (75 mm) and seal with waterproof tape or adhesive; secure at edges.
 - b. Curing Compound: Apply in two coats at right angles, using application rate recommended by manufacturer.

3.09 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Compressive Strength Tests: ASTM C39/C39M, for each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cubic yards (76 cu m) or less of each class of concrete placed.
- E. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.

3.10 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to Architect and Contractor within 24 hours of test.
- B. Repair or replacement of defective concrete will be determined by the Architect. The cost of additional testing shall be borne by Contractor when defective concrete is identified.
- C. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Architect for each individual area.

3.11 PROTECTION

- A. Do not permit traffic over unprotected concrete floor surface until fully cured.

END OF SECTION

**SECTION 05 52 13
PIPE AND TUBE RAILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Stair railings and guardrails.
- B. Free-standing railings at steps.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: Placement of anchors in concrete.
- B. Section 09 91 13 - Exterior Painting: Paint finish.

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ASTM A53/A53M - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless; 2022.
- C. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- D. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2023.
- E. ASTM A501/A501M - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing; 2021.
- F. ASTM E985 - Standard Specification for Permanent Metal Railing Systems and Rails for Buildings; 2024.
- G. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2020.
- H. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- I. AWS D1.6/D1.6M - Structural Welding Code - Stainless Steel; 2017, with Amendment (2021).
- J. AWS C3.4M/C3.4 - Specification for Torch Brazing; 2016.
- K. AWS C3.5M/C3.5 - Specification for Induction Brazing; 2016, with Amendment (2017).
- L. AWS C3.9M/C3.9 - Specification for Resistance Brazing; 2020.
- M. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate profiles, sizes, connection attachments, anchorage, size and type of fasteners, and accessories.
 - 1. Indicate welded connections using standard AWS A2.4 welding symbols. Indicate net weld lengths.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Handrails and Railings:
 - 1. COLE Lighting; C.W. Cole & Company, Inc.: www.colelighting.com.
 - a. Basis of Design: Cole Lighting Lightrail LR5:
 - 1) LR5P -LED-SS/1.5"-INT-LE-BP-ASYM/30
 - 2. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 RAILINGS - GENERAL REQUIREMENTS

- A. Design, fabricate, and test railing assemblies in accordance with the most stringent requirements of applicable local code.

- B. Comply with ASTM E985.
- C. Allow for expansion and contraction of members and building movement without damage to connections or members.
- D. Dimensions: See drawings for configurations and heights.
- E. Provide anchors and other components as required to attach to structure, made of same materials as railing components unless otherwise indicated; where exposed fasteners are unavoidable provide flush countersunk fasteners.
- F. Provide welding fittings welding fittings to join lengths, seal open ends, and conceal exposed mounting bolts and nuts, including but not limited to elbows, T-shapes, splice connectors, flanges, escutcheons, and wall brackets.
- G. Welded and Brazed Joints: Make visible joints butt tight, flush, and hairline; use methods that avoid discoloration and damage of finish; grind smooth, polish, and restore to required finish.
 - 1. Ease exposed edges to a small uniform radius.
 - 2. Welded Joints:
 - a. Carbon Steel: Perform welding in accordance with AWS D1.1/D1.1M.
 - b. Stainless Steel: Perform welding in accordance with AWS D1.6/D1.6M.
 - 3. Brass/Bronze Brazed Joints:
 - a. Perform torch brazing in accordance with AWS C3.4M/C3.4.
 - b. Perform induction brazing in accordance with AWS C3.5M/C 3.5.
 - c. Perform resistance brazing in accordance with AWS C3.9M/C3.9.

2.03 FABRICATION

- A. Accurately form components to suit specific project conditions and for proper connection to building structure.
- B. Fit and shop assemble components in largest practical sizes for delivery to site.
- C. Fabricate components with joints tightly fitted and secured. Provide spigots and sleeves to accommodate site assembly and installation.
- D. Welded Joints:
 - 1. Exterior Components: Continuously seal joined pieces by intermittent welds and plastic filler. Drill condensate drainage holes at bottom of members at locations that will not encourage water intrusion.
 - 2. Interior Components: Continuously seal joined pieces by intermittent welds and plastic filler.
 - 3. Grind exposed joints flush and smooth with adjacent finish surface. Make exposed joints butt tight, flush, and hairline. Ease exposed edges to small uniform radius.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive work.

3.02 PREPARATION

- A. Clean and strip primed steel items to bare metal where site welding is required.
- B. Supply items required to be cast into concrete or embedded in masonry with setting templates, for installation as work of other sections.

3.03 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install components plumb and level, accurately fitted, free from distortion or defects, with tight joints.
- C. Install railings in compliance with ADA Standards for accessible design at applicable locations.
- D. Anchor railings securely to structure.

- E. Field weld anchors as indicated on drawings. Touch-up welds with primer. Grind welds smooth.

3.04 TOLERANCES

- A. Maximum Variation From Plumb: 1/4 inch (6 mm) per floor level, non-cumulative.
- B. Maximum Offset From True Alignment: 1/4 inch (6 mm).
- C. Maximum Out-of-Position: 1/4 inch (6 mm).

END OF SECTION

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**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Miscellaneous framing and sheathing.
- B. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2023.
- B. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2024, with Errata.
- C. PS 1 - Structural Plywood; 2023.
- D. PS 20 - American Softwood Lumber Standard; 2021.
- E. SPIB (GR) - Standard Grading Rules; 2021.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on insulated sheathing, wood preservative materials, and application instructions.
- C. Manufacturer's Certificate: Certify that wood products supplied for rough carpentry meet or exceed specified requirements.

1.04 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 2. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).
- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

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

3.03 FRAMING INSTALLATION

- A. Set structural members level, plumb, and true to line. Discard pieces with defects that would lower required strength or result in unacceptable appearance of exposed members.
- B. Make provisions for temporary construction loads, and provide temporary bracing sufficient to maintain structure in true alignment and safe condition until completion of erection and installation of permanent bracing.
- C. Install structural members full length without splices unless otherwise specifically detailed.
- D. Comply with member sizes, spacing, and configurations indicated, and fastener size and spacing indicated, but not less than required by applicable codes, AWC (WFCM) Wood Frame Construction Manual, and _____.
- E. Construct double joist headers at floor and ceiling openings and under wall stud partitions that are parallel to floor joists; use metal joist hangers unless otherwise detailed.
- F. Frame wall openings with two or more studs at each jamb; support headers on cripple studs.

3.04 BLOCKING, NAILERS, AND SUPPORTS

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

3.05 TOLERANCES

- A. Framing Members: 1/4 inch (6 mm) from true position, maximum.
- B. Variation from Plane, Other than Floors: 1/4 inch in 10 feet (2 mm/m) maximum, and 1/4 inch in 30 feet (7 mm in 10 m) maximum.

3.06 CLEANING

- A. Waste Disposal: See Section 01 74 19 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

**SECTION 07 21 00
THERMAL INSULATION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation and integral vapor retarder at cavity wall construction, perimeter foundation wall, and underside of floor slabs.
- B. Batt insulation and vapor retarder in exterior wall, ceiling, and floor construction.
- C. Batt insulation for filling perimeter window and door shim spaces and crevices in exterior wall and roof.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Installation requirements for board insulation over steep slope roof sheathing or roof structure.
- B. Section 07 26 00 - Vapor Retarders: Separate vapor retarder materials.

1.03 DEFINITIONS

- A. Mineral Fiber Material Composition: Insulation referred to as mineral fiber block, board, and blanket insulation is composed of fibers from mineral based substances such as rock, slag, or glass and processed from the molten state into fibrous form.
 - 1. Based on type of insulation substance, the material will be referred to as a mineral fiber when having a rock or slag base, and glass fiber with a glass or silica sand base, also considered a mineral.
 - 2. Insulation blankets are flexible units consisting of felted, bonded, or unbonded fibers formed into rolls or flat cut pieces referred to as batts; rolls are simply longer versions of batts.
 - 3. For additional information about mineral fiber and the various classification types, refer to the following reference standards; ASTM C553, ASTM C612, ASTM C665, and ASTM C726.

1.04 REFERENCE STANDARDS

- A. ASTM C553 - Standard Specification for Mineral Fiber Blanket Thermal Insulation for Commercial and Industrial Applications; 2013 (Reapproved 2019).
- B. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2023.
- C. ASTM C612 - Standard Specification for Mineral Fiber Block and Board Thermal Insulation; 2014 (Reapproved 2019).
- D. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2023.
- E. ASTM C726 - Standard Specification for Mineral Wool Roof Insulation Board; 2017.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- G. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750 Degrees C; 2024.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Shop Drawings: Submit drawings that indicate location of joint or termination detail conditions.
- D. ABAA Field Quality Control Submittals: Submit third-party reports of testing and inspection required by ABAA QAP.

- E. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- F. Manufacturer's Installation Instructions: Include information on installation techniques.
- G. ABAA Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.
- H. ABAA Installer Qualification: Submit documentation of current contractor accreditation and current installer certification. Keep copies of contractor accreditation and installer certification on project site during and after installation. Present on-site documentation upon request.

1.06 QUALITY ASSURANCE

- A. Air Barrier Association of America (ABAA) Quality Assurance Program (QAP); www.airbarrier.org/#sle:
 1. Installer Qualification: Use accredited contractors, certified installers, evaluated materials, and third-party field quality control audit.
 2. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture. Use secondary materials approved in writing by primary material manufacturer.

1.07 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 APPLICATIONS

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

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.
 2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 4. Type and Thermal Resistance, R-value (RSI-value): Type IV, 5.0 (0.88), minimum, per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature.
 5. Board Edges: Square.
 6. Type and Water Absorption: Type XII, 0.3 percent by volume, maximum, by total immersion.
 7. Products:
 - a. DuPont de Nemours, Inc; Styrofoam Brand ____: building.dupont.com/#sle.
 - b. Kingspan Insulation LLC; GreenGuard GG25-LG XPS Insulation Board: www.kingspan.com/#sle.
 - c. Owens Corning Corporation; FOAMULAR Type ___ Extruded Polystyrene (XPS) Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 MINERAL FIBER BLANKET INSULATION MATERIALS

- A. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136, except for facing, if any.

4. Formaldehyde Content: Zero.
5. Thermal Resistance: R-value (RSI-value) of R-38 (____).
6. Facing: Asphalt treated Kraft paper, one side.
7. Products:
 - a. CertainTeed Corporation: www.certainteed.com/#sle.
 - b. Johns Manville: www.jm.com/#sle.
 - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 ACCESSORIES

- A. Sheet Vapor Retarder: See Section 07 26 00.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Install boards horizontally on foundation perimeter.
 1. Butt edges and ends tightly to adjacent boards and to protrusions.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.03 BATT INSTALLATION

- A. Install insulation and vapor retarder in accordance with manufacturer's instructions.
- B. Install in exterior wall and roof spaces without gaps or voids. Do not compress insulation.
- C. Trim insulation neatly to fit spaces. Insulate miscellaneous gaps and voids.
- D. Fit insulation tightly in cavities and tightly to exterior side of mechanical and electrical services within the plane of the insulation.
- E. Staple or nail facing flanges in place at maximum 6 inches (152 mm) on center.
- F. Tape seal butt ends, lapped flanges, and tears or cuts in membrane.
- G. At metal framing, place vapor retarder on warm side of insulation; lap and seal sheet retarder joints over face of member
- H. Tape seal tears or cuts in vapor retarder.
- I. Extend vapor retarder tightly to full perimeter of adjacent window and door frames and other items interrupting the plane of the membrane; tape seal in place.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Coordination of Air Barrier Association of America (ABAA) Tests and Inspections:
 1. Provide testing and inspection required by ABAA Quality Assurance Program (QAP).
 2. Notify ABAA in writing of schedule for air barrier work, and allow adequate time for testing and inspection.
 3. Cooperate with ABAA testing agency.
 4. Allow access to air barrier work areas and staging.
 5. Do not cover air barrier work until tested, inspected, and accepted.

3.05 PROTECTION

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

END OF SECTION

**SECTION 07 26 00
VAPOR RETARDERS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Vapor retarders.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Vapor retarders on exterior wall sheathing.
- B. Section 07 21 00 - Thermal Insulation: Vapor retarder installed in conjunction with batt insulation.

1.03 DEFINITIONS

- A. Vapor Retarder: Airtight barrier made of material that is relatively water vapor impermeable, to degree specified, with seams and joints sealed to adjacent surfaces.
- B. Vapor Retarder Class: A measure of a material or assembly's ability to limit the amount of moisture that passes through that material or assembly. Vapor retarder class is defined using Procedure A, Desiccant Method at 73 degrees F (23 degrees C) and 50 percent Relative Humidity (RH), in accordance with ASTM E96/E96M and ICC (IBC)-2018, as follows:
 - 1. Class I: 0.1 perm or less.
 - 2. Class II: Greater than 0.1 perm to 1.0 perm.
 - 3. Class III: Greater than 1.0 perm to 10 perms.

1.04 REFERENCE STANDARDS

- A. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection; 2021.
- B. ASTM E96/E96M - Standard Test Methods for Gravimetric Determination of Water Vapor Transmission Rate of Materials; 2023.
- C. ICC (IBC)-2018 - International Building Code; 2018.
- D. ICC-ES AC148 - Acceptance Criteria for Flexible Flashing Materials; 2017, with Editorial Revision (2021).
- E. ICC-ES AC212 - Acceptance Criteria for Water-Resistive Coatings Used as Water-Resistive Barriers over Exterior Sheathing; 2015, with Editorial Revision (2020).

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics, performance criteria, and limitations.
- C. Manufacturer's Installation Instructions: Indicate preparation, installation methods, and storage and handling criteria.
- D. Installer's qualification statement.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing the work of this section with minimum three years documented experience.

1.07 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 VAPOR RETARDERS

- A. Vapor Retarder, Self-Adhering Membranes:
 - 1. Thickness: 40 mil, 0.04 inch (1.0 mm), nominal.

2. Width: 36 inches (914 mm).
3. Vapor Retarder Class I: 0.1 perm (5.72 ng/(Pa s sq m)) or less, when tested in accordance with ASTM E96/E96M, Procedure A.
4. Nail Sealability: Passed nail sealability test in accordance with ASTM D1970/D1970M.
5. System Accessory Products: As recommended by membrane manufacturer.
6. Products:
 - a. Carlisle Coatings and Waterproofing; CCW-705 Air and Vapor Barrier Sheet: www.carlisleccw.com/#sle.
 - b. Henry Company; Blueskin SA: www.henry.com/#sle.
 - c. W. R. Meadows, Inc; Air-Shield: www.wrmeadows.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Vapor Retarder and Adjacent Substrates: As indicated, complying with vapor retarder manufacturer's installation instructions.
- B. Sealant for Cracks and Joints in Substrates: Resilient elastomeric joint sealant compatible with substrates and vapor retarder materials.
 1. Application: Apply at 30 to 40 mil, 0.030 to 0.040 inch (0.76 to 1.02 mm), nominal thickness.
 2. Color: Green.
- C. Primer: Liquid applied polymer.
 1. Color: Green.
 2. Products:
 - a. W.R. Meadows Company; Air Shield Liquid Flashing..
 - b. Substitutions: See Section 01 60 00 - Product Requirements.
- D. Flexible Flashing: Self-adhesive sheet flashing complying with ASTM D1970/D1970M; slip resistance requirement waived if not installed on roof.
 1. Width: 4 inches (102 mm).
 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 30 days of weather exposure.
- E. Sill Plate Sealer: Closed-cell foam tape with rubberized adhesive membrane; bridges gap between foundation structure and sill plate or skirt board.
 1. Width: 3-1/2 inches (89 mm).
 2. Ultraviolet (UV) and Weathering Resistance: Approved by manufacturer for up to 30 days of weather exposure.
- F. Vapor Retarder Tape: Coated polyester film with acrylic adhesive backing; pressure sensitive.
- G. Thinners and Cleaners: As recommended by vapor retarder manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Vapor Retarders: Install continuous airtight barrier over surfaces indicated, with sealed seams and sealed joints to adjacent surfaces.

- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Self-Adhered Sheets:
 - 1. Prepare substrate in accordance with sheet manufacturer's installation instructions; fill and tape joints in substrate and between dissimilar materials.
 - 2. Lap sheets shingle fashion to shed water and seal laps airtight.
 - 3. Once sheets are in place, press firmly into substrate with resilient hand roller; ensure that laps are firmly adhered with no gaps or fishmouths.
 - 4. Use same material, or other material approved by sheet manufacturer, to seal sheets to adjacent substrates, and as flashing.
 - 5. At expansion joints, provide transition to joint assemblies approved by sheet manufacturer.
- E. Vapor Retarder Coatings:
 - 1. Prepare substrate in accordance with coating manufacturer's installation instructions; treat joints in substrate and between dissimilar materials as indicated.
 - 2. Apply flashing to seal with adjacent construction and to bridge joints in coating substrate.
- F. Openings and Penetrations in Exterior Vapor Retarders:
 - 1. Install flashing over sills, covering entire sill framing member, and extend at least 5 inches (127 mm) onto vapor retarder and at least 6 inches (152 mm) up jambs; mechanically fasten stretched edges.
 - 2. At openings with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches (100 mm) wide; do not seal sill flange.
 - 3. At openings with nonflanged frames, seal vapor retarder to each side of framing at opening using flashing at least 9 inches (230 mm) wide, and covering entire depth of framing.
 - 4. At head of openings, install flashing under vapor retarder extending at least 2 inches (50 mm) beyond face of jambs; seal vapor retarder to flashing.
 - 5. At interior face of openings, seal gaps between window/door frame and rough framing using appropriate joint sealant over backer rod.
 - 6. Service and Other Penetrations: Form flashing around penetrating items and seal to surface of vapor retarder.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Owner's Inspection and Testing: Cooperate with Owner's testing agency.
 - 1. Allow access to work areas and staging.
 - 2. Notify Owner's testing agency in writing of schedule for work of this section to allow sufficient time for testing and inspection.
 - 3. Do not cover work of this section until testing and inspection is accepted.

3.05 PROTECTION

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

END OF SECTION

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**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 08 80 00 - Glazing: Glazing sealants and accessories.
- B. Section 09 21 16 - Gypsum Board Assemblies: Sealing acoustical and sound-rated walls and ceilings.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2015 (Reapproved 2022).
- B. ASTM C794 - Standard Test Method for Adhesion-in-Peel of Elastomeric Joint Sealants; 2018 (Reapproved 2022).
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- D. ASTM C1087 - Standard Test Method for Determining Compatibility of Liquid-Applied Sealants with Accessories Used in Structural Glazing Systems; 2023.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- F. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2023.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
- C. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- D. Samples for Verification: Where custom sealant color is specified, obtain directions from Architect and submit at least two physical samples for verification of color of each required sealant.
- E. Preconstruction Laboratory Test Reports: Submit at least four weeks prior to start of installation.
- F. Installation Plan: Submit at least four weeks prior to start of installation.
- G. Installation Log: Submit filled-out log for each length or instance of sealant installed.
- H. Manufacturer's qualification statement.
- I. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- C. Preconstruction Laboratory Testing: Arrange for sealant manufacturer(s) to test each combination of sealant, substrate, backing, and accessories.
 - 1. Adhesion Testing: In accordance with ASTM C794.
 - 2. Compatibility Testing: In accordance with ASTM C1087.
 - 3. Allow sufficient time for testing to avoid delaying the work.
 - 4. Deliver sufficient samples to manufacturer for testing.
 - 5. Report manufacturer's recommended corrective measures, if any, including primers or techniques not indicated in product data submittals.
- D. Installation Plan: Include schedule of sealed joints, including the following:
 - 1. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Date of installation.
 - b. Name of installer.
 - c. Actual joint width; provide space to indicate maximum and minimum width.
 - d. Actual joint depth to face of backing material at centerline of joint.
 - e. Air temperature.

1.06 MOCK-UP

- A. Provide mock-up of sealant joints in conjunction with wall under provisions of Section 01 40 00.
- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed.
- D. Mock-up may remain as part of the Work.

1.07 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.08 COORDINATION

- A. Coordinate the work with all sections referencing this section.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 5 year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 5 year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 - 1. Dow: www.dow.com/#sle.
 - 2. Pecora Corporation: www.pecora.com/#sle.
 - 3. Sika Corporation: usa.sika.com/#sle.
 - 4. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 5. W. R. Meadows, Inc: www.wrmeadows.com/#sle.
 - 6. Substitutions: See Section 01 60 00 - Product Requirements.

- B. Self-Leveling Sealants:
 - 1. Bostik Inc: www.bostik-us.com/#sle.
 - 2. Pecora Corporation: www.pecora.com/#sle.
 - 3. Sika Corporation: usa.sika.com/#sle.
 - 4. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 5. W. R. Meadows, Inc: www.wrmeadows.com/#sle.

2.02 JOINT SEALANTS - GENERAL

2.03 NONSAG JOINT SEALANTS

- A. Type General Purpose Exterior Sealant - Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 50 percent, minimum.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Service Temperature Range: Minus 40 to 180 degrees F (Minus 40 to 82 degrees C).
 - 4. Applications: Use for:
 - a. Control, expansion, and soft joints in masonry.
 - b. Joints between concrete and other materials.
 - c. Joints between metal frames and other materials.
 - d. Other exterior joints for which no other sealant is indicated.

2.04 ACCESSORIES

- A. Sealant Backing Rod, Closed-Cell Type:
 - 1. Cylindrical flexible sealant backings complying with ASTM C1330 Type C.
 - 2. Size: Oversized 30 to 50 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- D. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Provide joint sealant installations complying with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.

- 3. Surface bond area on each side not less than 75 percent of joint width.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION

- A. Protect sealants until cured.

3.06 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair them.

END OF SECTION

**SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Non-fire-rated hollow metal doors and frames.
- B. Thermally insulated hollow metal doors with frames.
- C. Hollow metal borrowed lites glazing frames.

1.02 RELATED REQUIREMENTS

- A. Section 08 71 00 - Door Hardware.
- B. Section 08 80 00 - Glazing: Glass for doors and borrowed lites.
- C. Section 09 91 13 - Exterior Painting: Field painting.
- D. Section 09 91 23 - Interior Painting: Field painting.

1.03 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. ASCE: American Society of Civil Engineers.
- C. HMMA: Hollow Metal Manufacturers Association.
- D. NAAMM: National Association of Architectural Metal Manufacturers.
- E. NFPA: National Fire Protection Association.
- F. SDI: Steel Door Institute.
- G. UL: Underwriters Laboratories.

1.04 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors; 2024.
- C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames; 2024.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100); 2023.
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames; 2020.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- G. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Required Hardness, Solution Hardened, and Bake Hardenable; 2023, with Editorial Revision.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength; 2023.
- I. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2020.
- J. ASTM C476 - Standard Specification for Grout for Masonry; 2023.
- K. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- L. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).

- M. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- N. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- O. ITS (DIR) - Directory of Listed Products; Current Edition.
- P. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames; 2002.
- Q. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames; 2011.
- R. NAAMM HMMA 840 - Guide Specifications for Receipt, Storage and Installation of Hollow Metal Doors and Frames; 2024.
- S. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames; 2014.
- T. UL (DIR) - Online Certifications Directory; Current Edition.
- U. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies; Current Edition, Including All Revisions.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes; and one copy of referenced standards/guidelines.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.
- D. Installation Instructions: Manufacturer's published instructions, including any special installation instructions relating to this project.
- E. Manufacturer's Qualification Statement.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Maintain at project site copies of reference standards relating to installation of products specified.

1.07 DELIVERY, STORAGE, AND HANDLING

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 1. Ceco Door, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 2. Curries, an Assa Abloy Group company: www.assaabloydss.com/#sle.
 3. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 4. Steelcraft, an Allegion brand: www.allegion.com/#sle.
 5. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

- A. Requirements for Hollow Metal Doors and Frames:

1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
 2. Accessibility: Comply with ICC A117.1 and ADA Standards.
 3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
 4. Door Edge Profile: Manufacturers standard for application indicated.
 5. Typical Door Face Sheets: Flush.
 6. Glazed Lights: Non-removable stops on non-secure side; sizes and configurations as indicated on drawings. Style: Manufacturer's standard.
 7. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 8. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvanized) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvanized) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvanized) for corrosive locations.
- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

- A. Exterior Doors: Thermally insulated.
1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 3 - Extra Heavy-duty.
 - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 16 gauge, 0.053 inch (1.3 mm), minimum.
 - e. Zinc Coating: A60/ZF180 galvanized coating; ASTM A653/A653M.
 2. Door Core Material: Polyisocyanurate, 2 lbs/cu ft minimum density.
 - a. Foam Plastic Insulation: Manufacturer's standard board insulation with maximum flame spread index (FSI) of 75, and maximum smoke developed index (SDI) of 450 in accordance with ASTM E84, and completely enclosed within interior of door.
 3. Door Thermal Resistance: R-Value of 9.9, minimum, for installed thickness of polyisocyanurate.
 4. Door Thickness: 1-3/4 inches (44.5 mm), nominal.
 5. Door Finish: Factory primed and field finished.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.
- B. Exterior Door Frames: Face welded type.
1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvanized) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 2. Frame Metal Thickness: 14 gauge, 0.067 inch (1.7 mm), minimum.
 3. Frame Finish: Factory primed and field finished.
 4. Weatherstripping: Separate, see Section 08 71 00.

- C. Interior Door Frames, Non-Fire Rated: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 16 gauge, 0.053 inch (1.3 mm), minimum.
 - 2. Frame Finish: Factory primed and field finished.
- D. Interior Window Frames, Non-Fire Rated: Full profile/continuously welded type.
 - 1. Frame Metal Thickness: 18 gauge, 0.042 inch (1.0 mm), minimum.
 - 2. Frame finish: Factory primed and field finished.
 - 3. Frame Type: Fixed Frame
- E. Mullions for Pairs of Doors: Removable type, with profile similar to jambs.
- F. Borrowed Lites Glazing Frames: Construction and face dimensions to match door frames, and as indicated on drawings.
- G. Transom Bars: Fixed, of profile same as jamb and head.
- H. Provide mortar guard boxes for hardware cut-outs in frames to be installed in masonry or to be grouted.
- I. Frames in Masonry Walls: Size to suit masonry coursing with head member 4 inches high to fill opening without cutting masonry units.
- J. Frames Wider than 48 inches: Reinforce with steel channel fitted tightly into frame head, flush with top.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil, 0.015 inch (0.4 mm) dry film thickness (DFT) per coat; provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.06 ACCESSORIES

- A. Glazing: As specified in Section 08 80 00, factory installed.
- B. Removable Stops: Formed sheet steel, shape as indicated on drawings, mitered or butted corners; prepared for countersink style tamper proof screws.
- C. Astragals for Double Doors: Specified in Section 08 71 00.
- D. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches (102 mm) as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- E. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
- F. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Coat inside of frames to be installed in masonry or to be grouted, with bituminous coating, prior to installation.
- B. Coat inside of other frames with bituminous coating to a thickness of 1/16 inch.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.

- B. Coordinate frame anchor placement with wall construction.
- C. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- D. Install door hardware as specified in Section 08 71 00.
- E. Comply with glazing installation requirements of Section 08 80 00.
- F. Coordinate installation of electrical connections to electrical hardware items.
- G. Touch up damaged factory finishes.

3.04 TOLERANCES

- A. Maximum Diagonal Distortion: 1/16 inch (1.6 mm) measured with straight edge, corner to corner.

3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.

END OF SECTION

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**SECTION 08 42 29
AUTOMATIC ENTRANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Swinging type packaged power-operated door assemblies.
- B. Controllers, actuators and safety devices.
- C. Maintenance

1.02 RELATED REQUIREMENTS

- A. Section 08 43 13 - Aluminum-Framed Storefronts: Automatic door operators.
- B. Section 26 05 83 - Wiring Connections.
- C. Section 28 10 00 - Access Control: Connection to access control system; access control devices used as actuators.

1.03 DEFINITIONS

- A. AAADM: American Association of Automatic Door Manufacturers.

1.04 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA A156.10 - Power Operated Pedestrian Doors; 2024.
- C. BHMA A156.19 - Power Assist and Low Energy Power Operated Swinging Doors; 2019.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. UL (DIR) - Online Certifications Directory; Current Edition.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate layout and dimensions; head, jamb, and sill conditions; elevations; components, anchorage, recesses, materials, and finishes, electrical characteristics and connection requirements.
 - 2. Identify installation tolerances required, assembly conditions, routing of service lines and conduit, and locations of operating components and boxes.
- C. Product Data: Include system components, sizes, features, and finishes.
- D. Samples: Two samples of exposed to view hardware, and attachment hardware.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention, and manufacturer's hardware and component templates.
- F. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.
- G. Maintenance Data: Include manufacturer's parts list and maintenance instructions for each type of hardware and operating component.
- H. Executed warranty: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience, and a member of AAADM.

- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years documented experience.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty for _____. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 5-year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Swinging Automatic Entrance Door Assemblies:
 - 1. ASSA ABLOY Entrance Solutions; SW100: www.besam-usa.com/#sle.
 - 2. Horton Automatics, a division of Overhead Door Corporation: www.hortondoors.com/#sle.
 - 3. record-usa; 6100 Series (swinging, low-energy): www.recorddoors.com/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 OPERATORS FOR SWINGING DOORS PROVIDED BY OTHERS

- A. Door Operator: Electric, surface mounted overhead.
 - 1. Operation: Low-energy power open, spring close operation.
 - 2. Variable speed control for opening and closing cycles.
 - 3. Push-Side Actuator: Push plate.
 - 4. Pull-Side Actuator: Push plate.
 - 5. Pull-Side Safety: Door-mounted.
 - 6. Hold Open: Toggle switch at inside head of doors.
 - 7. Component Finish: High performance 70% PVDF fluoropolymer Ultrapon as selected by Architect from standard colors.

2.03 POWER OPERATED DOORS

- A. Power Operated Doors: Provide products that comply with NFPA 101 and requirements of authorities having jurisdiction; provide equipment selected for actual door weight and for light pedestrian traffic, unless otherwise indicated.

2.04 CONTROLLERS, ACTUATORS, AND SAFETIES

- A. Controller: Provide microprocessor operated controller for each door.
- B. Comply with BHMA A156.10 for actuator and safety types and zones.
- C. Push Plate Actuator: Standard wall mounted, surface mounted, momentary contact type; satin stainless steel plate; 2 x 4 inches (50 x 102 mm) diameter; labeled PUSH.
- D. Swinging Door Safety Device: Door-mounted proximity detector device arranged to prevent operation of door when persons or obstructions are in the swing zone.

2.05 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Electrical Characteristics:
 - 1. Power consumption must be less than or equal to the following: Nominal power 67 watts, Nominal current .08A at 120 VAC. Peak power consumption 2.9A, Standby .02A with power consumption of 13 watts.
 - 2. Overload protection: Electric motor is equipped standard with a built-in thermal overload protection.
 - 3. Provide two low voltage 18 gauge stranded wires from automatic operator to (50 feet ma.) activation devices.
 - 4. 1/8 hp (9.2 W).
 - 5. 120 volts, single phase, 60 Hz.

- 6. 15 amperes maximum fuse size.
- B. Motors: NEMA MG 1
- C. Wiring Terminations: Provide terminal lugs to match branch circuit conductor quantities, sizes, and materials indicated. Enclose terminal lugs in terminal box sized to NFPA 70.
- D. Disconnect Switch: Factory mount disconnect switch in control panel.

2.06 ACCESSORIES

- A. Steel Clips, Supports, and Steel Anchors: Galvanized to 1.25 oz/sq ft (380 g/sq m).

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work and dimensions are as indicated on shop drawings.
- B. Verify that electric power is available, at the correct location, and is of the correct characteristics.

3.02 INSTALLATION

- A. Install equipment in accordance with manufacturer's written instructions, except where more stringent requirements are specified.
- B. Provide for thermal expansion and contraction of door and frame units and live and dead loads that may be transmitted to operating equipment.
- C. Provide for dimensional distortion of components during operation.
- D. Coordinate installation of components with related and adjacent work; level and plumb.

3.03 ADJUSTING

- A. Adjust entrances for correct function and smooth operation, without binding or scraping and without excessive noise; lubricate operating hardware and other moving parts.

3.04 CLEANING

- A. Remove temporary protection; clean exposed surfaces.

3.05 CLOSEOUT ACTIVITIES

- A. Demonstrate operation, operating components, adjustment features, and lubrication requirements.

3.06 MAINTENANCE

- A. Provide service and maintenance of operating equipment for one year from Date of Substantial Completion, at no extra charge to Owner.

END OF SECTION

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**SECTION 08 43 13
ALUMINUM-FRAMED STOREFRONTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Aluminum-framed storefront, with vision glass.
- B. Infill panels of metal and glass.
- C. Aluminum doors and frames.
- D. Weatherstripping.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealing joints between frames and adjacent construction.
- B. Section 08 42 29 - Automatic Entrances.
- C. Section 08 71 00 - Door Hardware: Hardware items other than specified in this section.
- D. Section 08 80 00 - Glazing: Glass and glazing accessories.

1.03 REFERENCE STANDARDS

- A. AAMA CW-10 - Care and Handling of Architectural Aluminum from Shop to Site; 2015.
- B. AAMA 501.2 - Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems; 2015.
- C. AAMA 609 & 610 - Cleaning and Maintenance Guide for Architecturally Finished Aluminum (Combined Document); 2015.
- D. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2022.
- E. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- F. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- G. ASTM A123/A123M - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products; 2017.
- H. ASTM B209/B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2021a.
- I. ASTM B221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes; 2021.
- J. ASTM B221M - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes (Metric); 2021.
- K. ASTM E283/E283M - Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Skylights, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen; 2019.
- L. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference; 2014 (Reapproved 2021).
- M. ASTM E331 - Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference; 2000 (Reapproved 2023).
- N. ASTM E783 - Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors; 2002 (Reapproved 2018).
- O. ASTM E1105 - Standard Test Method for Field Determination of Water Penetration of Installed Exterior Windows, Skylights, Doors, and Curtain Walls, by Uniform or Cyclic Static Air Pressure

Difference; 2015 (Reapproved 2023).

- P. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes; 2023.
- Q. SSPC-Paint 20 - Zinc-Rich Coating (Type I - Inorganic, and Type II - Organic); 2019.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate with installation of other components that comprise the exterior enclosure.
- B. Preinstallation Meeting: Conduct a preinstallation meeting one week before starting work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide component dimensions, describe components within assembly, anchorage and fasteners, glass and infill, door hardware, and internal drainage details.
- C. Shop Drawings: Indicate system dimensions, framed opening requirements and tolerances, affected related work, expansion and contraction joint location and details, and field welding required.
- D. Manufacturer's Certificate: Certify that the products supplied meet or exceed the specified requirements.
- E. Design Data: Provide framing member structural and physical characteristics, engineering calculations, and dimensional limitations.
- F. Hardware Schedule: Complete itemization of each item of hardware to be provided for each door, cross-referenced to door identification numbers in Contract Documents.
- G. Field Quality Control Submittals: Report of field testing for water penetration and air leakage.
- H. Manufacturer's qualification statement.
- I. Installer's qualification statement.
- J. Warranty: Submit manufacturer warranty and ensure forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

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

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

- A. Do not install sealants when ambient temperature is less than 40 degrees F (5 degrees C). Maintain this minimum temperature during and 48 hours after installation.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.

- C. Provide five year manufacturer warranty against failure of glass seal on insulating glass units, including interpane dusting or misting. Include provision for replacement of failed units.
- D. Provide five year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking.

PART 2 PRODUCTS

2.01 BASIS OF DESIGN -- FRAMING FOR INSULATING GLAZING

- A. Center-Set Style, Not Thermally-Broken:
 - 1. Basis of Design: Tubelite, Inc., Series E14000, Non-Thermally Broken Storefront Framing: www.tubeliteinc.com.
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep (50 mm wide by 114 mm deep).
- B. Front-Set Style, Thermally-Broken:
 - 1. Basis of Design: Tubelite, Inc., Series T14000, Thermally Broken Storefront Framing: www.tubeliteinc.com
 - 2. Vertical Mullion Dimensions: 2 inches wide by 4-1/2 inches deep (50 mm wide by 114 mm deep).
- C. Other Manufacturers: Provide either the product identified as "Basis of Design" or an equivalent product of one of the manufacturers listed below:
 - 1. Kawneer, an Alcoa Company; www.kawneer.com
 - 2. Old Castle BE (Vistawall); www.oldcastlebe.com
 - 3. EFCO Corporation; www.efcocorp.com
- D. Substitutions: See Section 01 60 00 - Product Requirements.
 - 1. For any product not identified as "Basis of Design", submit information as specified for substitutions.

2.02 BASIS OF DESIGN -- SWINGING DOORS

- A. Wide Stile, Insulating Glazing, Thermally-Broken:
 - 1. Basis of Design: Tubelite Inc. Standard Entrance Series: Wid
 - 2. Thickness: 2 inches (51 mm).
- B. Other Manufacturers: Provide either the product identified as "Basis of Design" or an equivalent product of one of the manufacturers listed below:
 - 1. Kawneer, an Alcoa Company; www.kawneer.com
 - 2. Old Castle BE (Vistawall); www.oldcastlebe.com
 - 3. EFCO Corporation; www.efcocorp.com

2.03 ALUMINUM-FRAMED STOREFRONT

- A. Aluminum-Framed Storefront: Factory fabricated, factory finished aluminum framing members with infill, and related flashings, anchorage and attachment devices.
 - 1. Glazing Rabbet: For 1 inch (25 mm) insulating glazing.
 - 2. Finish: High performance organic coatings.
 - a. Factory finish all surfaces that will be exposed in completed assemblies.
 - b. Touch-up surfaces cut during fabrication so that no natural aluminum is visible in completed assemblies, including joint edges.
 - c. Coat concealed metal surfaces that will be in contact with cementitious materials or dissimilar metals with bituminous paint.
 - 3. Finish Color: As selected by Architect from manufacturer's standard line.
 - 4. Fabrication: Joints and corners flush, hairline, and weatherproof, accurately fitted and secured; prepared to receive anchors and hardware; fasteners and attachments concealed from view; reinforced as required for imposed loads.
 - 5. Construction: Eliminate noises caused by wind and thermal movement, prevent vibration harmonics, and prevent "stack effect" in internal spaces.

6. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 7. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F (95 degrees C) over a 12 hour period without causing detrimental effect to system components, anchorages, and other building elements.
 8. Movement: Allow for movement between storefront and adjacent construction, without damage to components or deterioration of seals.
 9. Perimeter Clearance: Minimize space between framing members and adjacent construction while allowing expected movement.
 10. Maintain continuous air barrier and/or vapor retarder seal throughout assembly, primarily in line with inside pane of glazing and inner sheet of infill panel, and heel bead of glazing compound.
- B. Performance Requirements
1. Wind Loads: Design and size components to withstand the specified load requirements without damage or permanent set, when tested in accordance with ASTM E330/E330M, using loads 1.5 times the design wind loads and 10 second duration of maximum load.
 - a. Design Wind Loads: Comply with requirements of IBC 2015.
 - b. Member Deflection: Limit member deflection to flexure limit of glass in any direction, with full recovery of glazing materials.
 2. Water Penetration Resistance on Manufactured Assembly: No uncontrolled water on interior face, when tested in accordance with ASTM E331 at pressure differential of 8 psf (390 Pa).
 3. Air Leakage: 0.06 cfm/sq ft (0.3 L/sec sq m) maximum leakage of storefront wall area when tested in accordance with ASTM E283/E283M at 1.57 psf (75 Pa) pressure difference.
 4. System Assembly: Accomodate without damage to components or deterioration of seals, movement within system, movement between system and peripheral construction, dynamic loading and release of loads, deflection of structural support framing.
 5. Movement: Accomodate movement between storefront and perimeter framing and deflection lintel, without damage to components or deterioration of seals.
 6. Vapor Seal: Limit vapor seal with interior atmospheric pressure of 1 inch (25 mm) sp, 72 degrees F (22 degrees C), 40 Percent RH without seal failure.
 7. System Internal Drainage: Drain to the exterior by means of a weep drainage network any water entering joints, condensation occurring in glazing channel, and migrating moisture occurring within system.
 8. Air and Vapor Seal: Maintain continuous air barrier and vapor retarder throughout assembly, primarily in line with inside pane of glass and inner sheet of infill panel and heel bead of glazing compound.
 9. Expansion/Contraction: Provide for expansion and contraction within system components caused by cycling temperature range of 170 degrees F over a 12 hour perior without causing detrimental effect to system components, anchorages, and other building elements.

2.04 COMPONENTS

- A. Aluminum Framing Members: Tubular aluminum sections, thermally broken with interior section insulated from exterior, drainage holes and internal weep drainage system.
 1. Framing members for interior applications need not be thermally broken.
 2. Glazing Stops: Flush.
- B. Glazing: See Section 08 80 00.
- C. Swing Doors: Glazed aluminum.
 1. Thickness: 2 inches (50 mm).

2. Top Rail: 4 inches (100 mm) wide.
3. Vertical Stiles: 4-1/2 inches (115 mm) wide.
4. Bottom Rail: 10 inches (254 mm) wide.
5. Glazing Stops: Square.
6. Finish: Same as storefront.

2.05 MATERIALS

- A. Extruded Aluminum: ASTM B221 (ASTM B221M).
- B. Sheet Aluminum: ASTM B209/B209M.
- C. Structural Steel Sections: ASTM A36/A36M; galvanized in accordance with requirements of ASTM A123/A123M.
- D. Fasteners: Stainless steel.
- E. Exposed Flashings: Aluminum sheet, 20 gauge, 0.032 inch (0.81 mm) minimum thickness; finish to match framing members.
- F. Sill Flashing Sealant: Elastomeric, silicone or polyurethane, compatible with flashing material.
- G. Sealant for Setting Thresholds: Non-curing butyl type.
- H. Glazing Gaskets: Type to suit application to achieve weather, moisture, and air infiltration requirements.
- I. Glazing Accessories: See Section 08 80 00.
- J. Touch-Up Primer for Galvanized Steel Surfaces: SSPC-Paint 20, zinc rich.

2.06 FINISHES

- A. High Performance Organic Coating: AAMA 2604; multiple coats, thermally cured fluoropolymer system.
- B. Color: As selected by Architect from manufacturer's standard range.
- C. Touch-Up Materials: As recommended by coating manufacturer for field application.

2.07 HARDWARE

- A. Other Door Hardware: See Section 08 71 00.
- B. Weatherstripping: Wool pile, continuous and replaceable; provide on all doors.
- C. Sill Sweep Strips: Resilient seal type, retracting, of neoprene; provide on all doors.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

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

- H. Coordinate attachment and seal of perimeter air and vapor barrier materials.
- I. Provide low pressure foamed-in-place insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- J. Set thresholds in bed of sealant and secure.
- K. Install glass in accordance with Section 08 80 00, using glazing method required to achieve performance criteria.
- L. Install perimeter sealant in accordance with Section 07 90 05.
- M. Pack fibrous insulation in shim spaces at perimeter of assembly to maintain continuity of thermal barrier.
- N. Touch-up minor damage to factory applied finish; replace components that cannot be satisfactorily repaired.

3.03 TOLERANCES

- A. Maximum Variation from Plumb: 0.06 inch per 3 feet (1.5 mm per m) non-cumulative or 0.06 inch per 10 feet (1.5 mm per 3 m), whichever is less.
- B. Maximum Misalignment of Two Adjoining Members Abutting in Plane: 1/32 inch (0.8 mm).

3.04 ADJUSTING

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

3.05 CLEANING

- A. Remove protective material from pre-finished aluminum surfaces.
- B. Wash down surfaces with a solution of mild detergent in warm water, applied with soft, clean wiping cloths, and take care to remove dirt from corners and to wipe surfaces clean.
- C. Remove excess sealant by method acceptable to sealant manufacturer.

3.06 PROTECTION

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

END OF SECTION

**SECTION 08 71 00
DOOR HARDWARE**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for hollow metal doors.
- B. Thresholds.
- C. Weatherstripping, seals and door gaskets.

1.02 RELATED REQUIREMENTS

- A. Section 08 11 13 - Hollow Metal Doors and Frames.

1.03 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. BHMA A156.1 - Standard for Butts and Hinges; 2021.
- C. BHMA A156.2 - Bored and Preassembled Locks and Latches; 2022.
- D. BHMA A156.3 - Exit Devices; 2020.
- E. BHMA A156.4 - Door Closers and Pivots; 2024.
- F. BHMA A156.5 - Cylinders and Input Devices for Locks; 2020.
- G. BHMA A156.6 - Standard for Architectural Door Trim; 2021.
- H. BHMA A156.8 - Door Controls - Overhead Stops and Holders; 2021.
- I. BHMA A156.16 - Standard for Auxiliary Hardware; 2023.
- J. BHMA A156.18 - Standard for Materials and Finishes; 2020.
- K. BHMA A156.21 - Thresholds; 2019.
- L. BHMA A156.22 - Standard for Gasketing; 2021.
- M. BHMA A156.31 - Electric Strikes and Frame Mounted Actuators; 2024.
- N. BHMA A156.115 - Hardware Preparation in Steel Doors and Frames; 2016.
- O. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- P. NFPA 80 - Standard for Fire Doors and Other Opening Protectives; 2025.
- Q. NFPA 101 - Life Safety Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- R. UL (DIR) - Online Certifications Directory; Current Edition.
- S. DHI (LOCS) - Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames; 2004.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacturer, fabrication, and installation of products that door hardware will be installed upon.
- B. Furnish templates for door and frame preparation to manufacturers and fabricators of products requiring internal reinforcement for door hardware.
- C. Convey Owner's keying requirements to manufacturers.
- D. Preinstallation Meeting: Convene a preinstallation meeting one week prior to commencing work of this section; require attendance by all affected installers.

1.05 SUBMITTALS

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

- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project.
- C. Hardware Schedule: Detailed listing of each item of hardware to be installed on each door. Use door numbering scheme as included in the Contract Documents. Identify electrically operated items and include power requirements.
- D. Keying Schedule: Submit for approval of Owner.
- E. Manufacturer's Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.
- F. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.
 - 1. Submit manufacturer's parts lists and templates.
- G. Keys: Deliver with identifying tags to Owner by security shipment direct from hardware supplier.
- H. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
- I. Project Record Documents: Record actual locations of concealed equipment, services, and conduit.
- J. Maintenance Materials and Tools: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.
- B. Hardware Supplier Qualifications: Company specializing in supplying the type of products specified in this section with at least three years documented experience.
- C. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this section.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 WARRANTY

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Allegion Brands, Ives, LCN, Von Duprin: www.allegion.com/us.
- B. Assa Abloy Brands, Pemko, Securitron
- C. Best Access Systems, division of DormaKaba: www.bestaccess.com.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 DOOR HARDWARE - GENERAL

- A. Provide hardware specified or required to make doors fully functional, compliant with applicable codes, and secure to the extent indicated.

- B. Provide items of a single type of the same model by the same manufacturer.
- C. Provide products that comply with the following:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.
 - 3. Applicable provisions of NFPA 101, Life Safety Code.
 - 4. Hardware on Fire-Rated Doors, Except Hinges: Listed and classified by UL (DIR) as suitable for the purpose specified and indicated.
 - 5. Auxiliary Hardware: BHMA A156.16.
 - 6. Hardware Preparation for Steel Doors and Steel Frames: BHMA A156.115.
- D. Function: Lock and latch function numbers and descriptions of manufactures series as listed in hardware schedule.
- E. Finishes: Provide door hardware of the same finish unless otherwise indicated.
 - 1. Primary Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx US26D).
 - 2. Secondary Finish: Satin chrome plated over nickel on brass or bronze, 626 (approx US26D).
 - a. Use secondary finish in kitchens, bathrooms, and other spaces containing chrome or stainless steel finished appliances, fittings, and equipment; provide primary finish on one side of door and secondary finish on other side if necessary.
 - 3. Finish Definitions: BHMA A156.18.
 - 4. Exceptions:
 - a. Where base metal is specified to be different, provide finish that is an appearance equivalent according to BHMA A156.18.
 - b. Hinges for Fire-Rated Doors: Steel base metal with painted finish.
- F. Fasteners:
 - 1. Concrete and Masonry Substrates: Stainless steel machine screws and lead expansion shields.

2.03 LOCKS AND LATCHES

- A. Locks: Provide a lock for every door, unless specifically indicated as not requiring locking.
 - 1. If no hardware set is indicated for a swinging door provide an office lockset.
 - 2. Trim: Provide lever handle or pull trim on outside of all locks unless specifically stated to have no outside trim.
 - 3. Lock Cylinders: Provide key access on outside of all locks unless specifically stated to have no locking or no outside trim.
 - 4. In door sections, where a lock cylinder referenced to this Section is specified, furnish and install a mortise lock cylinder keyed to the building keying system.
- B. Latches: Provide a latch for every door that is not required to lock, unless specifically indicated "push/pull" or "not required to latch".

2.04 HINGES

- A. Hinges: Provide hinges on every swinging door.
 - 1. Provide five-knuckle full mortise butt hinges unless otherwise indicated.
 - 2. Provide ball-bearing hinges at all doors having closers.
 - 3. Provide hinges in the quantities indicated.
 - 4. Provide non-removable pins on exterior outswinging doors.

5. Where electrified hardware is mounted in door leaf, provide power transfer hinges.
- B. Quantity of Hinges Per Door:
1. Doors up to 60 inches High: Two hinges.
 2. Doors From 60 inches High up to 90 inches High: Three hinges.
 3. Doors 90 inches High up to 120 inches High: Four hinges.
- C. Continuous Hinges:
1. Aluminum geared hinges are certified to ANSI/BHMA 156.26, Grade 1
 2. Aluminum geared hinges are tested and approved UL 10C
 3. 6063-T6 Aluminum
 4. Rounded gear design for extended life and smoother operation
 5. Center loaded, interlocking bearing design which helps handle the opening and closing of the door better over time (all sizes have 37 bearings)
 6. Mounting slot adjustability on all full and half surface models to help with installation
 7. Curved, articulating cover design eliminating pinch points
 8. Prepped for power transfers where indicated
- D. Manufacturers
1. Allegion - Ives 112XY
 2. Allegion - Ives 5BB1
 3. Allegion - Ives 5BB1 TW at Electrified Hinges

2.05 PUSH/PULLS

- A. Push/Pulls: Comply with BHMA A156.6.
1. Provide push and pull on doors not specified to have lockset, latchset, exit device, or auxiliary lock.
 2. On solid doors, provide matching push plate and pull plate on opposite faces.
- B. Manufacturers
1. Ives, An Allegion Company

2.06 MORTISE LOCKSETS

- A. Locksets shall be tested and approved by BHMA for ANSI A156.13, Series 1000, Operational Grade 1, Extra-Heavy Duty, Security Grade 2 and be UL10C
1. Locksets shall be mortise type with solid 3/4 inch throw one-piece radiused latchbolt made of self-lubricating stainless steel. Deadbolt functions shall be one inch projection stainless steel construction. Both deadbolt and latchbolt to extend into lock case with reinforcing a minimum of 3/8 inch when fully extended.
 2. Levers to be 15R design.
 3. Furnish locksets and latchsets with sufficient strike lip to protect door trim.
 4. Provide locksets with 7 pin [BEST] interchangeable core cylinders.
 5. Locksets must fit ANSI A115.1 door preparation
 6. Locksets and latchsets to have self-aligning through-bolted trim
 7. Locksets and latchsets must have the ability to change handing without opening case
 8. Auxiliary latch to be made of one-piece self-lubricating stainless steel
 9. Lever handles must be of forged or cast brass, bronze or stainless steel construction and conform to ANSI A117.1.
- B. Manufacturers
1. Dormakaba - Best Access 45H Series

2.07 CYLINDERS

- A. Provide cylinders/cores to match Owner's existing key system, compliant with ANSI/BHMA A156.5; latest revision; cylinder face finished to match lockset, manufacturer's series as indicated. Refer to "KEYING" article, herein.
- B. Manufacturers
 - 1. Dormakaba – Best Keying Systems

2.08 KEYING

- A. Existing factory registered system. Provide cylinders/cores keyed into owner's existing factory registered system. Comply with guidelines in ANSI/BHMA A156.28, incorporating decisions made at keying conference.
- B. Construction Keying:
 - 1. Replaceable Construction Cores.
 - a. Provide temporary construction cores replaceable by permanent cores, furnished in accordance with the following requirements.
 - b. 3 construction control keys
 - c. 12 construction change (day) keys
 - d. Owner or Owner's Representative will replace temporary construction cores with permanent cores.
 - 2. Permanent Keying:
 - a. Provide permanent cylinders/cores keyed by the manufacturer according to the following key system.
 - b. Master Keying system as directed by the Owner.
 - c. Forward bitting list and keys separately from cylinders, by means as directed by Owner. Failure to comply with forwarding requirements will be cause for replacement of cylinders/cores involved at no additional cost to Owner.
 - d. Provide keys with the following features: Material: Nickel silver; minimum thickness of .107-inch (2.3mm), Patent Protection: Keys and blanks protected by one or more utility patent(s)
 - e. Mark permanent cylinders/cores and keys with applicable blind code for identification. Do not provide blind code marks with actual key cuts.
 - f. Identification stamping provisions must be approved by the Architect and Owner.
 - g. Stamp cylinders/cores and keys with Owner's unique key system facility code as established by the manufacturer; key symbol and embossed or stamped with "DO NOT DUPLICATE" along with the "PATENTED" or patent number to enforce the patent protection.
 - h. Failure to comply with stamping requirements will be cause for replacement of keys involved at no additional cost to Owner.
 - i. Forward permanent cylinders/cores to Owner, separately from keys, by means as directed by Owner
 - j. Furnish Change (Day) Keys: 3 per cylinder/core
 - k. Furnish Permanent Control Keys: 3
 - l. Master Keys: 6.

2.09 EXIT DEVICES

- A. Exit Devices shall be tested to ANSI/BHMA A156.3 Grade 1 certified and UL listed for Panic Exit or Fire Exit Hardware.
 - 1. Provide smooth touchpad type exit devices, fabricated of brass, bronze, stainless steel, or aluminum, plated to standard architectural finishes to match balance of door hardware.
 - 2. Touchpad must extend a minimum of one half of door width. No plastic inserts are allowed in touchpads.
 - 3. Provide exit devices with deadlatching feature for security and for future addition of alarm kits and/or other electrified requirements.
 - 4. Provide exit devices with weather resistant components that can withstand harsh conditions of various climates and corrosive cleaners used in outdoor pool environments.
 - 5. Provide flush end caps for exit devices.
 - 6. Provide exit devices with manufacturer's approved strikes.
 - 7. Provide exit devices cut to door width and height. Install exit devices at height recommended by exit device manufacturer, allowable by governing building codes, and approved by Architect.
 - 8. Mount mechanism case flush on face of doors or provide spacers to fill gaps behind devices. Where glass trim or molding projects off face of door, provide glass bead kits.
 - 9. Provide cylinder or hex-key dogging as specified at non fire-rated openings.
 - 10. Removable Mullions: 2 inches (51 mm) x 3 inches (76 mm) steel tube. Where scheduled as keyed removable mullion, provide type that can be removed by use of a keyed cylinder, which is self-locking when re-installed.
 - 11. Provide factory drilled weep holes for exit devices used in full exterior application, highly corrosive areas, and where noted in hardware sets.
 - 12. Provide electrified options as scheduled.
 - 13. Top latch mounting: double- or single-tab mount for steel doors, face mount for aluminum doors eliminating requirement of tabs, and double tab mount for wood doors.
 - 14. Provide exit devices with optional trim designs to match other lever and pull designs used on the project.
- B. Manufacturers:
 - 1. Allegion - Von Duprin – 98/35 Series

2.10 CLOSERS

- A. Closers: ANSI/BHMA A156.4 Grade 1 rated, UL10C
 - 1. Cast iron cylinder
 - 2. Single-piece, heat-treated forged steel arms
 - 3. Heat-treated 1 1/2" diameter piston
 - 4. Double heat-treated steel pinion 11/16" journal diameter
 - 5. Full complement bearings with minimum 0.5" height
 - 6. All-weather Liquid X fluid
 - 7. Non pressure relief valve design
 - 8. Snap-on cover
 - 9. Powder coat finish
 - 10. 30-year warranty
 - 11. Independent speed adjustments
 - 12. Provide surface-mounted, door-mounted closers unless otherwise indicated.
 - 13. At corridors, locate door-mounted closer on room side of door.
 - 14. At exterior doors, mount closer in inside of door.
- B. Manufacturers
 - 1. Allegion - LCN 4040XP Series

2.11 AUTOMATIC DOOR OPERATORS

- A. Grade 1 - ANSI A156.19, UL325/228, UL1998, ADA, 100 Hour Salt Spray
 - 1. Cycle test standard of 300,000 full load operating cycles
 - 2. Power opening plus full door control.
 - 3. Open to back check no faster than 3 seconds.
 - 4. Opening time to fully open is no faster than 4 seconds.
 - 5. Remain fully open for at least 5 seconds.
 - 6. Closing time from 90° to 10° is no faster than 3 seconds.
 - 7. Less than 15 lb to stop doors motion.
 - 8. Kinetic energy must not exceed 1.25 lb-ft.
 - 9. In event of failure, less than 15 lb to release latch, less than 30 lb to put door in motion, less than 15 lb to fully open door system
 - 10. All Weather Fluid
 - 11. Warranty 2 years
 - 12. Powder coat finish
- B. Manufacturers
 - 1. Allegion - LCN Senior Swing – 9500 Series

2.12 POWER SUPPLIES

- A. Provide power supplies approved by manufacturer of supplied electrified hardware.
 - 1. Provide appropriate quantity of power supplies necessary for proper operation of electrified locking components as recommended by manufacturer of electrified locking components with consideration for each electrified component using power supply, location of power supply, and approved wiring diagrams. Locate power supplies as directed by the Architect.
 - 2. Provide regulated and filtered 24VDC power supply, UL class 2 listed.
 - 3. 12/24 VDC Output, field selectable.
 - 4. Class 2 Rated power limited output
 - 5. Universal 120-240VAC input.
 - 6. Low voltage DC, regulated and filtered.
 - 7. Polarized connector for distribution boards.
 - 8. Fused primary input.
 - 9. AC input and DC output monitoring circuit w/ LED indicators.
 - 10. Cover mounted AC input indication.
 - 11. Tested and certified to meet UL294.
 - 12. NEMA 1 enclosure.
 - 13. Hinged cover with lock down screws.
 - 14. High voltage protective cover.
- B. Manufacturers
 - 1. Allegion – Von Duprin PS900 Series

2.13 ELECTRIC POWER TRANSFER

- A. Provide power transfer with electrified options as scheduled in the hardware sets. Provide with number and gage of wires enough to accommodate electric function of specified hardware.
 - 1. Locate electric power transfer per manufacturer's template and UL requirements, unless interference with operation of door or other hardware items.
- B. Manufacturers
 - 1. Allegion – Von Duprin EPT-10

2.14 DOOR POSITION SWITCHES

- A. Provide recessed or surface mounted type door position switches as specified.
 - 1. Coordinate door and frame preparations with door and frame suppliers. If switches are being used with magnetic locking device, provide minimum of 4 inches between switch and magnetic locking device.
- B. Manufacturers
 - 1. Securitron – An ASSA Abloy Company

2.15 GASKETING AND THRESHOLDS

- A. Gaskets: Complying with BHMA A156.22.
 - 1. On each exterior door, provide weatherstripping gaskets, unless otherwise indicated; top, sides, and meeting stiles of pairs.
 - 2. On each exterior door, provide door bottom sweep, unless otherwise indicated.
- B. Thresholds: Complying with BHMA A156.21.
 - 1. At each exterior door, provide a threshold unless otherwise indicated.
 - 2. Field cut threshold to frame for tight fit.
- C. Fasteners At Exterior Locations: Non-corroding.
- D. Manufacturers
 - 1. Pemko, An ASSA Abloy Company

2.10 PROTECTION PLATES AND ARCHITECTURAL TRIM

- A. Protection Plates:
 - 1. Kickplate: Provide on push side of every door with closer, except aluminum storefront and glass entry doors.
- B. Manufacturers
 - 1. Ives, an Allegion Company

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Do not install surface mounted items until finishes applied to substrate are complete.
- D. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- E. Mounting heights for hardware from finished floor to center line of hardware item.
 - 1. For steel doors and frames: Comply with DHI (LOCS) "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".
 - 2. For Steel Doors and Frames: Refer to Section 08 11 13.
- F. Set exterior door thresholds with full-width bead of elastomeric sealant on each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.03 ADJUSTING

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

3.04 CLEANING

- A. Clean adjacent surfaces soiled by hardware installation. Clean finished hardware per manufacturer's instructions after final adjustments has been made. Replace items that cannot be cleaned to manufacturer's level of finish quality at no additional cost.

3.05 PROTECTION

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

Hardware Set 01

Doors: 001

Each to receive:

2	EA	Hinge, Full Mortise	5BB1 4-1/2" x 4-1/2" 630 NRP	IV
1	EA	Hinge, Full Mortise	5BB1 4-1/2" x 4-1/2" 630 Middle Hinge TW4	IV
1	EA	Rim Exit Device	.RX .LD 98.EO .630 .3'	VO
1	EA	Surface Closer	4040XP .SHCUSH .689	LC
1	EA	Kick Plate	8400 B-CS 10" x 34" US32D	IV
1	EA	Threshold	171A x 36"	PE
1	EA	Gasketing	2891APK x 36" x 84"	PE
1	EA	Rain Guard	346C x 40"	PE
1	EA	Sweep	315CN x 36"	PE
1	EA	Position Switch	DPS-M-BK	SU

Door normally closed, latched, and secure. Exit Only. Free Egress is allowed. Door is monitored.

NOTE: Contractor and Hardware Supplier to confirm function of this opening with owner PRIOR to ordering material.

Hardware Set 02

Doors: 100

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 LHR Leaf 2'10"	VO
1	EA	Rim Exit Device	.QEL .RX 98.NLOP .630 RHR leaf 2'10" .110MD-NL	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
1	EA	Rim Cylinder	12E-72 S2 RP 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
1	EA	Surface Closer	4040XP .SHCUSH .689 LHR Leaf	LC
1	EA	Automatic Opener	9542 .REGARM .628 RHR Leaf	LC
2	EA	Kick Plate	8400 B-CS 10" x 32" US32D	IV
1	EA	Threshold	171A x 68"	PE
1	EA	Gasketing	2891APK x 68" x 84"	PE
1	EA	Gasketing	5110BL 120" Mull Gasket Cut to Length	PE
2	EA	Sweep	315CN x 34"	PE
2	EA	Position Switch	DPS-M-BK	SU
1	EA	Actuator	8310-3853TWB	LC
1	EA	Post	8310-866 .689	LC
1	EA	Receiver	8310-865	LC
1	EA	Actuator	8310-3855WS	LC
1	EA	Power Supply	PS906 .900-4RL-FA	VO

Door normally closed, latched, and secure. Entry by valid credential or access control system schedule activating electric latch retraction and exterior actuator. Free egress is allowed. Mount power supply and dual vestibule switch in location as directed by the architect. Credentials, card readers, and access control system are not by this section.

Hardware Set 03

Doors: 100A

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 LHR Leaf 2'10"	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 RHR leaf 2'10"	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
2	EA	Surface Closer	4040XP .SHCUSH .689	LC
2	EA	Kick Plate	8400 B-CS 10" x 32" US32D	IV
1	EA	Threshold	171A x 68"	PE
1	EA	Gasketing	2891APK x 68" x 84"	PE
1	EA	Gasketing	5110BL 120" Mull Gasket Cut to Length	PE
2	EA	Sweep	315CN x 34"	PE
2	EA	Position Switch	DPS-M-BK	SU

Door normally closed, latched, and secure. Entry by access control system schedule activating electric latch retraction. Free egress is allowed. Power supply for exit devices is in set 02. Access control system is not by this section.

Hardware Set 04

Doors: 100B

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 LHR Leaf 2'10"	VO
1	EA	Rim Exit Device	.QEL .RX 98.NLOP .630 RHR leaf 2'10" .110MD-NL	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
1	EA	Rim Cylinder	12E-72 S2 RP 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
1	EA	Surface Closer	4040XP .SHCUSH .689 LHR Leaf	LC
1	EA	Automatic Opener	9542 .REGARM .628 RHR Leaf	LC
2	EA	Kick Plate	8400 B-CS 10" x 32" US32D	IV
2	EA	Position Switch	DPS-M-BK	SU
1	EA	Receiver	8310-865	LC
1	EA	Actuator	8310-853TWP	LC
1	EA	Power Supply	PS906 .900-4RL-FA	VO

Door normally closed, latched, and secure. Entry by valid credential or access control system schedule activating electric latch retraction and exterior actuator. Free egress is allowed. Mount power supply and dual vestibule switch in location as directed by the architect. Credentials, card readers, and access control system are not by this section.

Hardware Set 05

Doors: 100C

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 LHR Leaf 2'10"	VO
1	EA	Rim Exit Device	.QEL .RX 98.EO .630 RHR leaf 2'10"	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
2	EA	Surface Closer	4040XP .SHCUSH .689	LC
2	EA	Kick Plate	8400 B-CS 10" x 32" US32D	IV
2	EA	Position Switch	DPS-M-BK	SU

Door normally closed, latched, and secure. Entry by access control system schedule activating electric latch retraction. Free egress is allowed. Power supply for exit devices is in set 04. Access control system is not by this section.

Hardware Set 06

Doors: 102

Each to receive:

3	EA	Hinge, Full Mortise	5BB1 4-1/2" x 4-1/2" 652	IV
1	EA	Mortise Lock	45H7AT 15R 626 Patented	BE
1	EA	Surface Closer	4040XP .RWPA .689	LC
1	EA	Kick Plate	8400 B-CS 10" x 34" US32D	IV
1	EA	Wall Stop	WS406CVX 630	IV

Hardware Set 07

Doors: W100

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO LHR Leaf .626 3'1"	VO
1	EA	Rim Exit Device	.QEL .RX 35A.NLOP RHR leaf .626 3'1" .388(Std)	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
1	EA	Rim Cylinder	12E-72 S2 RP 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
1	EA	Surface Closer	4040XP .SHCUSH .689 LHR Leaf	LC
1	EA	Drop Plate	4040XP-18PA .689	LC
1	EA	Shoe	4040XP-30 .689	LC
1	EA	Spacer	4040XP-61 .689	LC
1	EA	Automatic Opener	9542 .REGARM .628 RHR Leaf	LC
1	EA	Threshold	171A x 68"	PE
1	EA	Gasketing	5110BL 120" Mull Gasket Cut to Length	PE
2	EA	Sweep	315CN x 37"	PE
2	EA	Position Switch	DPS-M-BK	SU
1	EA	Actuator	8310-3853TWB	LC
1	EA	Post	8310-866 .689	LC
1	EA	Receiver	8310-865	LC
1	EA	Actuator	8310-3855WS	LC
1	EA	Power Supply	PS906 .900-4RL-FA	VO

Door normally closed, latched, and secure. Entry by valid credential or access control system schedule activating electric latch retraction and exterior actuator. Free egress is allowed. Mount power supply and dual vestibule switch in location as directed by the architect. Credentials, card readers, and access control system are not by this section.

Hardware Set 08

Doors: W100A, W100B

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO LHR Leaf .626 3'1"	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO RHR Leaf .626 3'1"	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
2	EA	Surface Closer	4040XP .SHCUSH .689	LC
2	EA	Drop Plate	4040XP-18PA .689	LC
2	EA	Shoe	4040XP-30 .689	LC
2	EA	Spacer	4040XP-61 .689	LC
1	EA	Threshold	171A x 68"	PE
1	EA	Gasketing	5110BL 120" Mull Gasket Cut to Length	PE
2	EA	Sweep	315CN x 34"	PE
2	EA	Position Switch	DPS-M-BK	SU

Door normally closed, latched, and secure. Entry by access control system schedule activating electric latch retraction. Free egress is allowed. Power supply for exit devices is in set 07. Access control system is not by this section.

Hardware Set 09

Doors: W100C

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO LHR Leaf .626 3'1"	VO
1	EA	Rim Exit Device	.QEL .RX 35A.NLOP RHR leaf .626 3'1" .388(Std)	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
1	EA	Rim Cylinder	12E-72 S2 RP 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
1	EA	Surface Closer	4040XP .SHCUSH .689 LHR Leaf	LC
1	EA	Automatic Opener	9542 .REGARM .628 RHR Leaf	LC
2	EA	Position Switch	DPS-M-BK	SU
1	EA	Receiver	8310-865	LC
1	EA	Actuator	8310-853TWP	LC
1	EA	Power Supply	PS906 .900-4RL-FA	VO

Door normally closed, latched, and secure. Entry by valid credential or access control system schedule activating electric latch retraction and exterior actuator. Free egress is allowed. Mount power supply and dual vestibule switch in location as directed by the architect. Credentials, card readers, and access control system are not by this section.

Hardware Set 10

Doors: W100D, W100E

Each to receive:

2	EA	Continuous Hinge	112XY 83" 628 EPT	IV
2	EA	Electric Power Transfer	EPT10 .689	VO
1	EA	Mullion	KR4954 7'6 .689 Cut to height of opening	VO
1	EA	Kit	MT54 .689	VO
1	EA	Stabilizer	154 .689	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO LHR Leaf .626 3'1"	VO
1	EA	Rim Exit Device	.QEL .RX 35A.EO RHR Leaf .626 3'1"	VO
1	EA	Mortise Cylinder	1E-74 C4 RP2 626 Patented	BE
2	EA	Door Pull	8190HD-0 630	IV
2	EA	Surface Closer	4040XP .SHCUSH .689	LC
2	EA	Drop Plate	4040XP-18PA .689	LC
2	EA	Shoe	4040XP-30 .689	LC
2	EA	Spacer	4040XP-61 .689	LC
2	EA	Position Switch	DPS-M-BK	SU

Door normally closed, latched, and secure. Entry by access control system schedule activating electric latch retraction. Free egress is allowed. Power supply for exit devices is in set 09. Access control system is not by this section.

Hardware Set 11

Doors: W101

Each to receive:

3	EA	Hinge, Full Mortise	5BB1 4-1/2" x 4-1/2" 652 NRP	IV
1	EA	Mortise Lock	45H7AT 15R 626 Patented	BE
1	EA	Drop Plate	4040XP-18PA .689	LC
1	EA	Shoe	4040XP-30 .689	LC
1	EA	Spacer	4040XP-61 .689	LC
1	EA	Surface Closer	4040XP .SCUSH .689	LC

NOTE: Contractor, Hardware Supplier, and Aluminum Door Supplier to confirm the mortise lock will fit into the aluminum door stile PRIOR to ordering material.

END OF SECTION 08 71 00

**SECTION 08 80 00
GLAZING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Insulating glass units.
- B. Glazing units.
- C. Plastic films.
- D. Glazing compounds.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants: Sealants for other than glazing purposes.
- B. Section 08 11 13 - Hollow Metal Doors and Frames: Glazed lites in doors and borrowed lites.
- C. Section 08 41 26 - All-Glass Entrances and Storefronts: Glazing provided as part of entrance assembly.

1.03 REFERENCE STANDARDS

- A. 16 CFR 1201 - Safety Standard for Architectural Glazing Materials; Current Edition.
- B. ANSI Z97.1 - American National Standard for Safety Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test; 2015 (Reaffirmed 2020).
- C. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- D. ASTM C864 - Standard Specification for Dense Elastomeric Compression Seal Gaskets, Setting Blocks, and Spacers; 2005 (Reapproved 2019).
- E. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2018.
- G. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016 (Reapproved 2023).
- H. ASTM C1376 - Standard Specification for Pyrolytic and Vacuum Deposition Coatings on Flat Glass; 2021a.
- I. ASTM D882 - Standard Test Method for Tensile Properties of Thin Plastic Sheeting; 2018.
- J. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2023d.
- K. ASTM E1300 - Standard Practice for Determining Load Resistance of Glass in Buildings; 2016.
- L. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Windborne Debris in Hurricanes; 2023.
- M. ASTM E2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation; 2019.
- N. ASTM F1233 - Standard Test Method for Security Glazing Materials And Systems; 2021.
- O. GANA (GM) - GANA Glazing Manual; 2022.
- P. GANA (SM) - GANA Sealant Manual; 2008.
- Q. GANA (LGRM) - Laminated Glazing Reference Manual; 2019.
- R. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- S. IGMA TM-3000 - North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial & Residential Use; 1990 (Reaffirmed 2016).
- T. NFRC 100 - Procedure for Determining Fenestration Product U-factors; 2023.

- U. NFRC 200 - Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence; 2023.
- V. NFRC 300 - Test Method for Determining the Solar Optical Properties of Glazing Materials and Systems; 2023.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by each of the affected installers.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data on Insulating Glass Unit, Glazing Unit, Plastic Sheet Glazing Unit, and Plastic Film Glazing Types: Provide structural, physical and environmental characteristics, size limitations, special handling and installation requirements.
- C. Product Data on Glazing Compounds and Accessories: Provide chemical, functional, and environmental characteristics, limitations, special application requirements, and identify available colors.
- D. Samples: Submit two samples 12 by 12 inch (304 by 304 mm) in size of glass units.
- E. Certificate: Certify that products of this section meet or exceed specified requirements.
- F. Warranty Documentation: Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

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

1.07 MOCK-UPS

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Provide on-site glazing mock-up with the specified glazing components.
- C. Locate where directed.
- D. Mock-ups may not remain as part of the Work.

1.08 FIELD CONDITIONS

- A. Do not install glazing when ambient temperature is less than 40 degrees F (4 degrees C).
- B. Maintain minimum ambient temperature before, during and 24 hours after installation of glazing compounds.

1.09 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Insulating Glass Units: Provide a five (5) year manufacturer warranty to include coverage for seal failure, interpane dusting or misting, including providing products to replace failed units.
- C. Laminated Glass: Provide a five (5) year manufacturer warranty to include coverage for delamination, including providing products to replace failed units.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Glass Fabricators:
 - 1. JE Berkowitz, LP: www.jeberkowitz.com
 - 2. Trulite Glass & Aluminum Solutions, LLC: www.trulite.com/#sle.

3. Viracon, Inc: www.viracon.com/#sle.
 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Float Glass Manufacturers:
1. Cardinal Glass Industries: www.cardinalcorp.com/#sle.
 2. Guardian Glass, LLC: www.guardianglass.com/#sle.
 3. Pilkington North America Inc: www.pilkington.com/na/#sle.
 4. PPG Industries, Inc.: www.ppgideascales.com
 5. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS - EXTERIOR GLAZING ASSEMBLIES

- A. Provide type and thickness of exterior glazing assemblies to support assembly dead loads, and to withstand live loads caused by positive and negative wind pressure acting normal to plane of glass.
1. Design Pressure: Calculated in accordance with ASCE 7.
 2. Comply with ASTM E1300 for design load resistance of glass type, thickness, dimensions, and maximum lateral deflection of supported glass.
 3. Provide glass edge support system sufficiently stiff to limit the lateral deflection of supported glass edges to less than 1/175 of their lengths under specified design load.
 4. Glass thicknesses listed are minimum.
- B. Weather-Resistive Barrier Seals: Provide completed assemblies that maintain continuity of building enclosure water-resistive barrier, vapor retarder, and/or air barrier.
1. In conjunction with weather barrier related materials described in other sections, as follows:
 2. To utilize inner pane of multiple pane insulating glass units for continuity of vapor retarder and/or air barrier seal.
 3. To maintain a continuous vapor retarder and/or air barrier throughout glazed assembly from glass pane to heel bead of glazing sealant.
- C. Thermal and Optical Performance: Provide exterior glazing products with performance properties as indicated. Performance properties are in accordance with manufacturer's published data as determined with the following procedures and/or test methods:
1. Center of Glass U-Value: Comply with NFRC 100 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 2. Center of Glass Solar Heat Gain Coefficient (SHGC): Comply with NFRC 200 using Lawrence Berkeley National Laboratory (LBNL) WINDOW 6.3 computer program.
 3. Solar Optical Properties: Comply with NFRC 300 test method.

2.03 GLASS MATERIALS

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

2.04 INSULATING GLASS UNITS

- A. Insulating Glass Units: Types as indicated.
1. Durability: Certified by an independent testing agency to comply with ASTM E2190.
 2. Coated Glass: Comply with requirements of ASTM C1376 for pyrolytic (hard-coat) or magnetic sputter vapor deposition (soft-coat) type coatings on flat glass; coated vision glass, Kind CV; coated overhead glass, Kind CO; or coated spandrel glass, Kind CS.
 3. Metal-Edge Spacers: Aluminum, bent and soldered corners.
 4. Spacer Color: Black.
 5. Edge Seal:
 - a. Single-Sealed System: Provide silicone, polysulfide, or polyurethane sealant as seal applied around perimeter.

- b. Color: Black.
- 6. Purge interpane space with dry air, hermetically sealed.
- B. Type E-1 - Insulating Glass Units: Vision glass, double glazed.
 - 1. Applications: Exterior glazing unless otherwise indicated.
 - 2. Space between lites filled with air.
 - 3. Outboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Crystal Gray-Clear.
 - 4. Inboard Lite: Fully tempered float glass, 1/4 inch thick, minimum.
 - a. Tint: Clear.
 - b. Coating: Guardian SunGuard SNX 62/27, on #3 surface.
 - 5. Total Thickness: 1 inch.
 - 6. Thermal Transmittance (U-Value), Winter - Center of Glass: 0.24, nominal.
 - 7. Visible Light Transmittance (VLT): 62 percent, nominal.
 - 8. Shading Coefficient: 0.31, nominal.
 - 9. Solar Heat Gain Coefficient (SGHC): 0.27 percent, nominal.
 - 10. Glazing Method: Dry glazing method, tape and gasket spline.

2.05 GLAZING UNITS

- A. Type I-1 - Monolithic Interior Vision Glazing:
 - 1. Applications: Interior glazing unless otherwise indicated.
 - 2. Glass Type: Fully tempered float glass.
 - 3. Tint: Clear.
 - 4. Thickness: 1/4 inch (6.4 mm), nominal.
 - 5. Glazing Method: Dry glazing method, gasket glazing.

2.06 PLASTIC FILMS

- A. Type F-2 - Safety and Security Plastic Film: Polyester type.
 - 1. Application: Locations as indicated on drawings.
 - 2. Tensile Strength: Minimum of 32,000 psi (221 MPa) when measured in accordance with ASTM D882.
 - 3. Impact Resistance: Comply with ANSI Z97.1 and 16 CFR 1201 impact test requirements when applied to 1/8 inch (3.2 mm) thick annealed glass.
 - 4. Break Strength: 255 lbs/in
 - 5. Elongation at Break: 130%
 - 6. Color: Clear.
 - 7. Thickness Without Liner: 0.008 inch (0.203 mm).
 - 8. Provide full attachment system to attach glazing/film to frame system.
 - 9. Location: Type E-2
 - 10. Basis of Design: 3M Window Film; Product: Ultra 800: www.3M.com.

2.07 GLAZING COMPOUNDS

- A. Butyl Sealant: Single component; ASTM C920 Grade NS, Class 12-1/2, Uses M and A, Shore A hardness of 10 to 20; black color.
- B. Silicone Sealant: Single component; neutral curing; capable of water immersion without loss of properties; nonbleeding, nonstaining; ASTM C920 Type S, Grade NS, Class 25, Uses M, A, and G; with cured Shore A hardness range of 15 to 25; color as selected.
- C. Manufacturers:
 - 1. Bostik Inc: www.bostik-us.com/#sle.
 - 2. Dow Corning Corporation: www.dowcorning.com/construction/#sle. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 - 3. Momentive Performance Materials, Inc: www.momentive.com/#sle.
 - 4. Pecora Corporation: www.pecora.com/#sle.
 - 5. Substitutions: See Section 01 60 00 - Product Requirements.

2.08 ACCESSORIES

- A. Setting Blocks: Neoprene, with 80 to 90 Shore A durometer hardness; ASTM C864 Option I. Length of 0.1 inch for each square foot (25 mm for each square meter) of glazing or minimum 4 inch (100 mm) by width of glazing rabbet space minus 1/16 inch (1.5 mm) by height to suit glazing method and pane weight and area.
- B. Spacer Shims: Neoprene, 50 to 60 Shore A durometer hardness; ASTM C864 Option II. Minimum 3 inch (75 mm) long by one half the height of the glazing stop by thickness to suit application, self adhesive on one face.
- C. Glazing Tape, Back Bedding Mastic Type: Preformed, butyl-based, 100 percent solids compound with integral resilient spacer rod applicable to application indicated; 5 to 30 cured Shore A durometer hardness; coiled on release paper; black color.
 - 1. Width: As required for application.
 - 2. Thickness: As required for application.
- D. Glazing Splines: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option II; color black.
- E. Glazing Gaskets: Resilient silicone extruded shape to suit glazing channel retaining slot; ASTM C864 Option I; color black.
- F. Glazing Clips: Manufacturer's standard type.

PART 3 EXECUTION

3.01 VERIFICATION OF CONDITIONS

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

3.02 PREPARATION

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

3.03 INSTALLATION, GENERAL

- A. Install glazing in compliance with written instructions of glass, gaskets, and other glazing material manufacturers, unless more stringent requirements are indicated, including those in glazing referenced standards.
- B. Install glazing sealants in accordance with ASTM C1193, GANA (SM), and manufacturer's instructions.
- C. Do not exceed edge pressures around perimeter of glass lites as stipulated by glass manufacturer.
- D. Set glass lites of system with uniform pattern, draw, bow, and similar characteristics.
- E. Set glass lites in proper orientation so that coatings face exterior or interior as indicated.
- F. Prevent glass from contact with any contaminating substances that may be the result of construction operations such as, and not limited to the following; weld splatter, fire-safing,

plastering, mortar droppings, and paint.

3.04 INSTALLATION - DRY GLAZING METHOD (GASKET GLAZING)

- A. Application - Exterior and/or Interior Glazed: Set glazing infills from either the exterior or the interior of the building.
- B. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.
- C. Rest glazing on setting blocks and push against fixed stop with sufficient pressure on gasket to attain full contact.
- D. Install removable stops without displacing glazing gasket; exert pressure for full continuous contact.

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

- A. Application - Exterior Glazed: Set glazing infills from the exterior of the building.
- B. Cut glazing tape to length; install on glazing pane. Seal corners by butting tape and sealing junctions with butyl sealant.
- C. Place setting blocks at 1/4 points with edge block no more than 6 inch (152 mm) from corners.
- D. Rest glazing on setting blocks and push against fixed stop with sufficient pressure to attain full contact.
- E. Install removable stops without displacing glazing spline. Exert pressure for full continuous contact.
- F. Carefully trim protruding tape with knife.

3.06 FIELD QUALITY CONTROL

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

3.07 CLEANING

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

3.08 PROTECTION

- A. After installation, mark pane with an 'X' by using removable plastic tape or paste; do not mark heat absorbing or reflective glass units.
- B. Remove and replace glass that is damaged during construction period prior to Date of Substantial Completion.

3.09 SCHEDULES

- A. Refer to Drawings.

END OF SECTION

**SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Metal stud wall framing.
- B. Acoustic insulation.
- C. Gypsum wallboard.
- D. Joint treatment and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.

1.03 REFERENCE STANDARDS

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members; 2016, with Supplement (2020).
- B. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing; 2020.
- C. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing; 2015, with Errata (2020).
- D. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- E. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members; 2015.
- F. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories; 2020.
- G. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2017 (Reapproved 2022).
- H. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2023.
- I. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2020.
- J. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2023.
- K. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs from 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2022.
- L. ASTM C1047 - Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base; 2019.
- M. ASTM C1629/C1629M - Standard Classification for Abuse-Resistant Nondecorated Interior Gypsum Panel Products and Fiber-Reinforced Cement Panels; 2023.
- N. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2021.
- O. GA-216 - Application and Finishing of Gypsum Panel Products; 2024.
- P. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- Q. UL (FRD) - Fire Resistance Directory; Current Edition.

1.04 SUBMITTALS

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

- B. Product Data:
 1. Provide data on metal framing, gypsum board, accessories, and joint finishing system.
 2. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- C. Test Reports: For stud framing products that do not comply with AISI S220 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.05 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

PART 2 PRODUCTS

2.01 METAL FRAMING MATERIALS

- A. Steel Sheet: ASTM A1003/A1003M, subject to the ductility limitations indicated in AISI S220 or equivalent.
- B. Manufacturers - Metal Framing, Connectors, and Accessories:
 1. ClarkDietrich: www.clarkdietrich.com/#sle.
 2. MarinoWARE: www.marinoware.com/#sle.
 3. Phillips Manufacturing Co: www.phillipsmfg.com/#sle.
 4. SCAFCO Corporation: www.scafco.com/#sle.
 5. Steel Construction Systems: www.steelconsystems.com/#sle.
 6. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Nonstructural Framing System Components: AISI S220; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
 1. Studs: C-shaped with knurled or embossed faces.
 2. Runners: U shaped, sized to match studs.
- D. Partition Head to Structure Connections: Provide mechanical anchorage devices that accommodate deflection and prevent rotation of studs while maintaining structural performance of partition.
 1. Structural Performance: Maintain lateral load resistance and vertical movement capacity required by applicable code, when evaluated in accordance with AISI S100.
 2. Material: ASTM A653/A653M steel sheet, SS Grade 50/340, with G60/Z180 hot-dipped galvanized coating.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 1. CertainTeed Corporation: www.certainteed.com/#sle.
 2. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 3. Gold Bond Building Products, LLC provided by National Gypsum Company: www.goldbondbuilding.com/#sle.
 4. USG Corporation: www.usg.com/#sle.
 5. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Abuse Resistant Wallboard:
 1. Application: all locations.
 2. Surface Abrasion: Level 3, minimum, when tested in accordance with ASTM C1629/C1629M.
 3. Indentation: Level 1, minimum, when tested in accordance with ASTM C1629/C1629M.
 4. Soft Body Impact: Level 2, minimum, when tested in accordance with ASTM C1629/C1629M.
 5. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

6. Paper-Faced Type: Gypsum wallboard, as defined in ASTM C1396/C1396M.
7. Type: Fire-resistance-rated Type X, UL or WH listed.
8. Thickness: 5/8 inch (16 mm).
9. Edges: Tapered.
10. Paper-Faced Products:
 - a. American Gypsum Company; M-Bloc AR Type X: www.americangypsum.com/#sle.
 - b. CertainTeed Corporation; Extreme Abuse Resistant Drywall with M2Tech: www.certainteed.com/#sle.
 - c. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold Guard Abuse-Resistant: www.gpgypsum.com/#sle.
 - d. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond XP Hi-Abuse Gypsum Board: www.goldbondbuilding.com/#sle.
 - e. USG Corporation; Sheetrock Brand Mold Tough AR Firecode X 5/8 in. (15.9 mm): www.usg.com/#sle.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 GYPSUM BOARD ACCESSORIES

- A. Acoustic Insulation: ASTM C665; preformed mineral-fiber, friction fit type, unfaced; thickness 2 inches (50.8 mm).
- B. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
 1. Corner Beads: Low profile, for 90 degree outside corners.
 - a. Products:
 - 1) CertainTeed Corporation; No-Coat Drywall Corner: www.certainteed.com/#sle.
 - 2) ClarkDietrich; Strait-Flex OS-300: www.clarkdietrich.com/#sle.
 - 3) Phillips Manufacturing Co; Everlast Corner Bead: www.phillipsmfg.com/#sle.
 - 4) Trim-Tex, Inc; _____: www.trim-tex.com/#sle.
 - 5) Substitutions: See Section 01 60 00 - Product Requirements.
 2. L-Trim with Tear-Away Strip: Sized to fit 5/8-inch (15.9 mm) thick gypsum wallboard.
 - a. Products:
 - 1) Phillips Manufacturing Co; gripSTIK L-Tear: www.phillipsmfg.com/#sle.
 - 2) Substitutions: See Section 01 60 00 - Product Requirements.
 3. Expansion Joints:
 - a. Type: V-shaped PVC with tear away fins.
 - b. Products:
 - 1) Phillips Manufacturing Co; 093 Expansion Control Joint: www.phillipsmfg.com/#sle.
 - 2) Trim-Tex, Inc; Fire Rated 093V Expansion Bead: www.trim-tex.com/#sle.
 - 3) Substitutions: See Section 01 60 00 - Product Requirements.
- C. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 1. Fiberglass Tape: 2 inch (50 mm) wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 2. Paper Tape: 2 inch (50 mm) wide, creased paper tape for joints and corners, except as otherwise indicated.
 3. Joint Compound: Drying type, vinyl-based, ready-mixed.
 4. Joint Compound: Setting type, field-mixed.
- D. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C1007/AISI S220 and manufacturer's instructions.
- B. Studs: Space studs at 16 inches on center (at 406 mm on center).
 - 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 - 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 - 3. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- D. Blocking: Install wood blocking for support of:
 - 1. Framed openings.
 - 2. Wall-mounted cabinets.
 - 3. Plumbing fixtures.
 - 4. Toilet partitions.
 - 5. Toilet accessories.
 - 6. Wall-mounted door hardware.
 - 7. All wall mounted equipment.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

- A. Acoustic Insulation: Place tightly within spaces, around cut openings, behind and around electrical and mechanical items within partitions, and tight to items passing through partitions.
- B. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 - 1. Place one bead continuously on substrate before installation of perimeter framing members.
 - 2. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- D. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.
- E. Installation on Wood Framing: For rated assemblies, comply with requirements of listing authority. For nonrated assemblies, install as follows:
 - 1. Single-Layer Applications: Screw attachment.

3.05 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet (10 meters) apart on walls and ceilings over 50 feet (16 meters) long.
- B. Corner Beads: Install at external corners, using longest practical lengths.

3.06 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.

- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 3: Walls to receive textured wall finish.
 - 2. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 3. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
 - 4. Level 1: Fire-resistance-rated wall areas above finished ceilings, whether or not accessible in the completed construction.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).

3.07 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet (3 mm in 3 m) in any direction.

END OF SECTION

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**SECTION 09 51 00
ACOUSTICAL CEILINGS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Suspended metal grid ceiling system.
- B. Acoustical units.

1.02 REFERENCE STANDARDS

- A. ASTM C635/C635M - Standard Specification for Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2022.
- B. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2019.
- C. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2022.
- D. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2023.
- E. CHPS (HPPD) - High Performance Products Database; Current Edition.
- F. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Sequence work to ensure acoustical ceilings are not installed until building is enclosed, sufficient heat is provided, dust generating activities have terminated, and overhead work is completed, tested, and approved.
- B. Do not install acoustical units until after interior wet work is dry.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on suspension system components and acoustical units.
- C. Evaluation Service Reports: Show compliance with specified requirements.
- D. Samples: Submit two samples 6 by 6 inch (152 by 152 mm) in size illustrating material and finish of acoustical units.
- E. Samples: Submit two samples each, 12 inches (305 mm) long, of suspension system main runner, cross runner, and perimeter molding.
- F. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.05 FIELD CONDITIONS

- A. Maintain uniform temperature of minimum 60 degrees F (16 degrees C), and maximum humidity of 40 percent prior to, during, and after acoustical unit installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:
 - 1. Armstrong World Industries, Inc; ____: www.armstrongceilings.com/#sle.
 - 2. Rockfon; ____: www.rockfon.com/#sle.
 - 3. USG Corporation; ____: www.usg.com/ceilings/#sle.
 - 4. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Suspension Systems:
 - 1. Armstrong World Industries, Inc; ____: www.armstrongceilings.com/#sle.
 - 2. Rockfon; ____: www.rockfon.com/#sle.
 - 3. USG Corporation; ____: www.usg.com/ceilings/#sle.

4. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
 1. VOC Content: Certified as Low Emission by one of the following:
 - a. Product listing in UL (GGG).
 - b. Product listing in CHPS (HPPD).
- B. Acoustical Panels, Type ____: Painted mineral fiber, with the following characteristics:
 1. Classification: ASTM E1264 Type III.
 2. Size: 24 by 48 inches (610 by 1219 mm).
 3. Thickness: 3/4 inch (19 mm).
 4. Light Reflectance: 85 percent, determined in accordance with ASTM E1264.
 5. NRC Range: 70 to 80, determined in accordance with ASTM E1264.
 6. Panel Edge: Tegular.
 7. Color: White.
 8. Suspension System: Exposed grid.
 9. Products:
 - a. Armstrong World Industries, Inc; Fine Fissured: www.armstrongceilings.com/#sle.
 - b. USG Corporation; Radar Acoustical Panels: www.usg.com/ceilings/#sle.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
- B. Exposed Steel Suspension System: Formed steel, commercial quality cold rolled; heavy-duty.
 1. Profile: Tee; 15/16 inch wide face.
 2. Construction: Double web.
 3. Finish: White painted.

2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application and ceiling system flatness requirement specified.
- B. Hanger Wire: 12 gauge, 0.08 inch (2 mm) galvanized steel wire.
- C. Perimeter Moldings: Same metal and finish as grid.
 1. Angle Molding: L-shaped, for mounting at same elevation as face of grid.
- D. Touch-up Paint: Type and color to match acoustical and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that layout of hangers will not interfere with other work.

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, and manufacturer's instructions and as supplemented in this section.
- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Locate system on room axis according to reflected plan.
- D. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 1. Use longest practical lengths.

- E. Install after major above-ceiling work is complete. Coordinate the location of hangers with other work.
- F. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- G. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- H. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- I. Support fixture loads using supplementary hangers located within 6 inches (152 mm) of each corner, or support components independently.
- J. Do not eccentrically load system or induce rotation of runners.
- K. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
 - 2. Overlap and rivet corners.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install units after above-ceiling work is complete.
- E. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- F. Cutting Acoustical Units:
 - 1. Cut to fit irregular grid and perimeter edge trim.
 - 2. Make field cut edges of same profile as factory edges.
 - 3. Double cut and field paint exposed reveal edges.
- G. Where round obstructions occur, provide preformed closures to match perimeter molding.
- H. Install hold-down clips on panels within 20 ft (6 m) of an exterior door.

3.04 TOLERANCES

- A. Maximum Variation from Flat and Level Surface: 1/8 inch in 10 feet (3 mm in 3 m).
- B. Maximum Variation from Plumb of Grid Members Caused by Eccentric Loads: 2 degrees.

3.05 CLEANING

- A. Clean surfaces.
- B. Replace damaged or abraded components.

END OF SECTION

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**SECTION 09 91 13
EXTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, zinc, and lead.
 - 6. Marble, granite, slate, and other natural stones.
 - 7. Floors, unless specifically indicated.
 - 8. Ceramic and other types of tiles.
 - 9. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 10. Glass.
 - 11. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 23 - Interior Painting.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- D. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- E. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- F. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- G. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- H. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.

4. Manufacturer's installation instructions.
 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
1. Where sheen is specified, submit samples in only that sheen.
 2. Where sheen is not specified, submit each color in each sheen available.
 3. Allow 30 days for approval process, after receipt of complete samples by Architect.
 4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Samples: Submit two paper chip samples, 8x8 inch (203x203 mm) in size illustrating range of colors available for each surface finishing product scheduled.
- E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures.
- G. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience and approved by manufacturer.

1.06 MOCK-UPS

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 6 feet (1.8 m) long by 6 feet (1.8 m) wide, illustrating paint color, texture, and finish.
- C. Provide door and frame assembly illustrating paint color, texture, and finish.
- D. Locate where directed by Architect.
- E. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F (10 degrees C) for exterior; unless required otherwise by manufacturer's instructions.

- E. Provide lighting level of 80 ft candles (860 lx) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. PPG Paints: www.ppgpaints.com/#sle.
 - 2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 3. Valspar Corporation: www.valsparpaint.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.
 - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
 - 2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 4. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 5. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 6. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Exterior Surfaces to be Painted, Unless Otherwise Indicated: Including primed metal.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Exterior Latex.
 - a. Products:
 - 1) PPG Paints Speedhide Exterior Latex, 6-900XI Series, Semi-Gloss. (MPI #11)
 - 2) Sherwin-Williams Exterior Latex, (MPI#11)
 - 3) Valspar Professional Exterior, No. 12900 Series, Semi-Gloss.
 - 4) Substitutions: See Section 01 60 00 - Product Requirements
 - 3. Top Coat Sheen:
 - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Galvanized Metals, Latex, 3 Coat:

1. One coat galvanize primer.
2. Semi-gloss: Two coats of latex enamel.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or repair existing paints or finishes that exhibit surface defects.
- D. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- E. Seal surfaces that might cause bleed through or staining of topcoat.
- F. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- G. Galvanized Surfaces:
 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 2. Prepare surface according to SSPC-SP 2.
- H. Ferrous Metal:
 1. Solvent clean according to SSPC-SP 1.
 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces.
 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- I. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.

- C. Apply each coat to uniform appearance.
- D. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

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

3.05 PROTECTION

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

END OF SECTION

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**SECTION 09 91 23
INTERIOR PAINTING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Prime surfaces to receive wall coverings.
 - 2. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, and lead items.
 - 6. Marble, granite, slate, and other natural stones.
 - 7. Floors, unless specifically indicated.
 - 8. Ceramic and other tiles.
 - 9. Brick, architectural concrete, cast stone, integrally colored plaster, and stucco.
 - 10. Glass.
 - 11. Acoustical materials, unless specifically indicated.
 - 12. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 09 91 13 - Exterior Painting.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; Current Edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2024.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Based Materials; 2020.
- D. MPI (APL) - Master Painters Institute Approved Products List; Master Painters and Decorators Association; Current Edition.
- E. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- F. SSPC V1 (PM1) - Good Painting Practice: Painting Manual Volume 1; 2016.
- G. SSPC V2 (PM2) - Systems and Specifications: Steel Structures Painting Manual Volume 2; 2021.
- H. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- I. SSPC-SP 2 - Hand Tool Cleaning; 2024.
- J. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g., "alkyd enamel").
 - 2. MPI product number (e.g., MPI #47).
 - 3. Cross-reference to specified paint system products to be used in project; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of substitutions proposed.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches (216 by 279 mm) in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
 - 2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.
 - 3. Allow 30 days for approval process, after receipt of complete samples by Architect.
 - 4. Paint color submittals will not be considered until color submittals for major materials not to be painted, such as masonry, have been approved.
- D. Samples: Submit two paper chip samples, 8x8 inch (203x203 mm) in size illustrating range of colors and textures available for each surface finishing product scheduled.
- E. Certification: By manufacturer that paints and finishes comply with VOC limits specified.
- F. Manufacturer's Instructions: Indicate special surface preparation procedures and substrate conditions requiring special attention.
- G. Maintenance Data: Submit data including finish schedule showing where each product/color/finish was used, product technical data sheets, material safety data sheets (MSDS), care and cleaning instructions, touch-up procedures, repair of painted and finished surfaces, and color samples of each color and finish used.
- H. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 60 00 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gal (4 L) of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum 5 years experience and approved by manufacturer.

1.06 MOCK-UP

- A. See Section 01 40 00 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 6 feet (1.8 m) long by 6 feet (1.8 m) wide, illustrating paint color, texture, and finish.
- C. Provide door and frame assembly illustrating paint color, texture, and finish.
- D. Locate where directed by Architect.
- E. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply materials when relative humidity exceeds 85 percent, at temperatures less than 5 degrees F (3 degrees C) above the dew point, or to damp or wet surfaces.
- D. Minimum Application Temperatures for Paints: 50 degrees F (10 degrees C) for interiors unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 fc (860 lux) measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. PPG Paints: www.ppgpaints.com/#sle.
 - 2. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 3. Valspar Corporation: www.valsparpaint.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless intended to be a field-catalyzed paint.
 - 1. Where MPI paint numbers are specified, provide products listed in Master Painters Institute Approved Product List, current edition available at www.paintinfo.com, for specified MPI categories, except as otherwise indicated.
 - 2. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 3. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 - 4. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 5. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 6. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Flammability: Comply with applicable code for surface burning characteristics.

- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.
 - 4. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling under which they are mounted.
 - 5. In utility areas, finish equipment, piping, conduit, and exposed duct work in colors according to the color coding scheme indicated.

2.03 PAINT SYSTEMS - INTERIOR

- A. Interior Surfaces to be Painted, Unless Otherwise Indicated: Including gypsum board, concrete masonry units, uncoated steel, shop primed steel, galvanized steel, and acoustical ceilings.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143, 144, 145, 146, 147, or 148.
 - a. Products:
 - 1) PPG Paints Speedhide Interior Zero VOC Latex, 6-500ZV Series, Semi-Gloss. (MPI #147)
 - 2) Sherwin-Williams ProMar 200 Zero VOC Interior Latex, Semi-Gloss.
 - 3) Valspar Professional Zero VOC Interior Latex, semi-gloss.
 - 4) Substitutions: See Section 01 60 00 - Product Requirements
 - 3. Top Coat Sheen:
 - a. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.
 - 4. Primer: As recommended by top coat manufacturer for specific substrate.
- B. Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including metals:
 - 1. Medium duty applications include doors, door frames, railings, handrails, guardrails, and balustrades.
 - 2. Two top coats and one coat primer.
 - 3. Top Coat(s): High Performance Architectural Interior Latex; MPI #138, 139, 140, 141, or 142.
 - a. Products:
 - 1) PPG Paints Pure Performance Interior Latex, 9-510XI Series, Semi-Gloss. (MPI #141)
 - 2) Sherwin-Williams Pro Industrial Pre-Catalyzed Waterbased Epoxy, Semi-Gloss. (MPI #141)
 - 3) Substitutions: See Section 01 60 00 - Product Requirements
- C. Dry Fall: Metals; exposed structure and overhead-mounted services, including shop primed steel deck, structural steel, metal fabrications, galvanized ducts, galvanized conduit, and galvanized piping.
 - 1. Shop primer by others.
 - 2. One top coat _____.
 - 3. Top Coat: Latex Dry Fall; MPI #118, 155, or 226.
 - a. Products:
 - 1) PPG Paints Speedhide Super Tech Water Based Interior Dry-Fog Latex, 6-724XI, Eggshell. (MPI #155)
 - 2) Sherwin-Williams Waterborne Acrylic Dryfall, Eg-Shel. (MPI #155, 226)
 - 3) Valspar Professional Interior Latex Dry Fall, No. 275 Series..
 - 4) Substitutions: See Section 01 60 00 - Product Requirements

4. Top Coat Sheen:
 - a. Eggshell: MPI gloss level 3; use this sheen at all locations.
5. Primer: As recommended by top coat manufacturer for specific substrate.
- D. Concrete/Masonry, Opaque, Latex, 3 Coat:
 1. One coat of block filler.
 2. Semi-gloss: Two coats of latex enamel.
- E. Ferrous Metals, Unprimed, Latex, 3 Coat:
 1. One coat of latex primer.
 2. Semi-gloss: Two coats of latex enamel.
- F. Ferrous Metals, Primed, Latex, 2 Coat:
 1. Touch-up with latex primer.
 2. Semi-gloss: Two coats of latex enamel.
- G. Galvanized Metals, Latex, 3 Coat:
 1. One coat galvanize primer.
 2. Semi-gloss: Two coats of latex enamel.

2.04 PRIMERS

- A. Primers: Provide the following unless other primer is required or recommended by manufacturer of top coats.

2.05 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- B. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
- C. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 1. Gypsum Wallboard: 12 percent.
 2. Masonry, Concrete, and Concrete Masonry Units: 12 percent.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Masonry:
 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content, alkalinity of surfaces, or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.

2. Prepare surface as recommended by top coat manufacturer.
- F. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Galvanized Surfaces:
 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 2. Prepare surface according to SSPC-SP 2.
- H. Ferrous Metal:
 1. Solvent clean according to SSPC-SP 1.
 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3. Protect from corrosion until coated.
- I. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- J. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance in thicknesses specified by manufacturer.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- F. Sand metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- H. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

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

3.05 PROTECTION

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

3.06 SCHEDULE - PAINT SYSTEMS

- A. Gypsum Board: Finish surfaces exposed to view.
- B. Steel Doors and Frames: Finish surfaces exposed to view; MI-OP-3A, gloss.
- C. Steel Fabrications: Finish surfaces exposed to view and to concealed surfaces where required to conform to performance requirements and resist corrosion.
- D. Galvanized Steel: Finish surfaces exposed to view.
- E. Shop-Primed Metal Items: Finish surfaces exposed to view.

END OF SECTION

**SECTION 14 42 00
WHEELCHAIR LIFTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inclined platform wheelchair lifts.
- B. Maintenance contract.

1.02 REFERENCE STANDARDS

- A. ADA Standards - 2010 ADA Standards for Accessible Design; 2010.
- B. ASCE 7 - Minimum Design Loads and Associated Criteria for Buildings and Other Structures; Most Recent Edition Cited by Referring Code or Reference Standard.
- C. ASME A17.1 - Safety Code for Elevators and Escalators Includes Requirements for Elevators, Escalators, Dumbwaiters, Moving Walks, Material Lifts, and Dumbwaiters with Automatic Transfer Devices; 2022.
- D. ASME A18.1 - Safety Standard for Platform Lifts and Stairway Chairlifts; 2023.
- E. ASTM A36/A36M - Standard Specification for Carbon Structural Steel; 2019.
- F. ASTM A500/A500M - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes; 2023.
- G. ASTM A572/A572M - Standard Specification for High-Strength Low-Alloy Columbium-Vanadium Structural Steel; 2021, with Editorial Revision.
- H. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2023.
- I. ASTM A786/A786M - Standard Specification for Hot-Rolled Carbon, Low-Alloy, High-Strength Low-Alloy, and Alloy Steel Floor Plates; 2015 (Reapproved 2021).
- J. ASTM F1554 - Standard Specification for Anchor Bolts, Steel, 36, 55, and 105-ksi Yield Strength; 2020.
- K. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2020, with Errata (2023).
- L. AWS D1.3/D1.3M - Structural Welding Code - Sheet Steel; 2018, with Errata (2022).
- M. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- N. ITS (DIR) - Directory of Listed Products; Current Edition.
- O. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- P. UL (DIR) - Online Certifications Directory; Current Edition.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate installation of wheelchair lift system with adjacent construction using necessary attachments; provide anchoring devices in accordance with manufacturer's installation instructions; coordinate installation of cast-in-place concrete components.
 - 1. Electrical System: Coordinate utility and electrical system connections to ensure they are made in an orderly and expeditious manner.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Include data on material descriptions, construction details, component dimensions and profiles, and finishes; include data on rated capacities, electrical and operating characteristics, and necessary accessories.
- C. Shop Drawings: Include plans, elevations, sections, and attachment details; include equipment assembly details with dimensions, weights, loads, required clearances, components, size and

location of anchors and required field connections, and methods for field assembly; provide diagrams indicating signal, power, and control wiring.

- D. Manufacturer's qualification statement.
- E. Installer's qualification statement.
- F. Executed warranty.
- G. Project Record Documents: Accurately record actual locations of concealed items, conduits, and components.
- H. Maintenance Materials: Provide the following for Owner's use in maintenance of wheelchair lifts and equipment.
 - 1. See Section 01 60 00 - Product Requirements for additional provisions.
 - 2. Provide technical information for servicing operating equipment.
 - 3. Spare Parts: Provide parts catalog with complete list of equipment replacement parts; identify each entry with equipment description and identifying code.
 - 4. Provide legible schematic wiring diagrams of installed electrical equipment and changes made to this part of work; list symbols corresponding to identity or markings on wheelchair lifts structural and electrical components.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than ten years of documented experience.
- B. Installer Qualifications: Company specializing in performing work of type specified and with at least five years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store components off the ground

1.07 FIELD CONDITIONS

- A. Use of wheelchair lifts during construction for hoisting materials or personnel is not permitted.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 2-year manufacturer warranty to repair or replace wheelchair lift system components that fail in materials or workmanship. Complete forms in Owner's name and register with manufacturer.
- C. Extended Correction Period: Correct defective work within 5 year period commencing on Date of Substantial Completion.

PART 2 PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with ASME A18.1, ASME A17.1, applicable local codes, and authorities having jurisdiction (AHJ).
- B. Accessibility Requirements: Comply with ADA Standards and ICC A117.1.
- C. Structural Performance: Comply with ASCE 7 for loading of wheelchair lift components and assemblies.
- D. Perform welding of steel in accordance with AWS D1.1/D1.1M.
- E. Perform electrical work in accordance with NFPA 70.

2.02 INCLINED PLATFORM WHEELCHAIR LIFTS

- A. Manufacturers:

1. Garaventa Lift; Xpress II - Inclined Platform Lift for Straight Stairways:
www.garaventalift.com/#sle.
 2. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Inclined Platform Wheelchair Lifts: Provide manufacturer's standard type that complies with indicated requirements. Use manufacturer's standard components for inclined platform wheelchair lifts as required for complete system unless otherwise indicated.
1. Number of Landings: As indicated on drawings.
 2. Type:
 - a. Indoor inclined platform wheelchair lift for straight stairway, having landings at top and bottom, with factory-fabricated extruded aluminum guide rail, folding platform that moves along guide rail using rack and pinion drive system, with overspeed safety system, and call stations at each landing.
 3. Configuration:
 - a. Inclined lift, with lower and upper stair landing.
 - b. Side loading Platform: Provide with automatic folding ramps and kick plates at boarding sides of platform.
 4. Location:
 - a. Interior of building, as indicated on drawings.
 5. Lift Load Capacity: 660 lb (300 kg), maximum.
 6. Rated Speed:
 - a. Traveling Upward: 20 fpm (6 m/min), nominal.
 - b. Traveling Downward: 20 fpm (6 m/min), nominal.
 7. Platform Width: 31-1/2 inches, ADA compliant (800 mm, ADA compliant), nominal.
 8. Platform Length: 48 inches, ADA compliant (1220 mm, ADA compliant), nominal.
 9. Platform Operation:
 - a. Automatic Fold: Platform folds to ensure stairway is clear when left unattended for a designated time.
 10. Drive Operation:
 - a. Motor: Electric motor with integrated brake, providing power transmission using worm gear reduction to a pinion moving on fixed gear track.
 11. Guide Rail System:
 - a. Two-part guide rail system consisting of:
 - 1) Main Upper Rail: Extruded aluminum with integrally mounted zinc plated gear rack.
 - 2) Lower Rail: 1-1/2 inch. (38 mm) by 2-1/2 inch. (64mm)
 - b. Rail Mounting:
 - 1) Rails shall be mounted to steel support posts that are secured to the lower landing floor and stair treads. Support posts shall be 2-1/2 inch. (64mm) by 2-1/2 inch (64mm) hollow structural steel.
 - c. Provide a mechanical stop at the upper landing to prevent over-travel of the drive carriage in the event of a switch failure.
 12. Provide overspeed governor and brake on upper carriage drive, containing mechanical overspeed sensor and lock, with electrical drive cut-out protection.
 13. Provide with manual handwheel for emergency operation.
 14. Emergency Battery Operat
 - a. Auxiliary Power: Provide an external battery back-up system for normal up/down lift operation during a power failure for a minimum period of one hour with rated load.

2.03 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Electrical Characteristics:
 1. 3/4 hp (0.6 kW).
 2. 208 to 240 VAC, single-phase, 60 Hz.
- B. Platform Controls: Continuous pressure switch, one for each direction, with keyless operation.

- C. Electrical Components, Boxes, Conduit, Wiring, and Devices: Comply with NFPA 70 and UL (DIR) or ITS (DIR) listed and labeled, and marked as applicable for proposed locations.

2.04 MATERIALS

- A. Rolled Steel Sections, Shapes, and Rods: Comply with ASTM A36/A36M.
- B. Sheet Steel: Hot-dipped galvanized steel sheet, ASTM A653/A653M, Designation SS (structural steel), Grade 33 (230), with G90/Z275 coating.
- C. Rolled Steel Floor Plates: Comply with ASTM A786/A786M, 1/8 inch (3.2 mm) thick, with manufacturer's standard surface pattern; rolled from steel plate complying with ASTM A572/A572M, Grade 55 (380).
- D. Steel Tubing: Comply with ASTM A500/A500M, cold formed.
- E. Anchor Bolts and Rods: Comply with ASTM F1554, Grade 55.
- F. Welding: Comply with applicable requirements of AWS D1.1/D1.1M and AWS D1.3/D1.3M.

2.05 EQUIPMENT

- A. Lubrication of Equipment: Provide grease fittings for lubricating bearings requiring periodic lubrication, automatic feed type grease cups, and visible and easily accessible lubrication points.
- B. Guide Rails, Ropes, Counterweights, Sheaves, Attachment Brackets, and Anchors: Sized in accordance with local building code, including safety factors.
- C. Maintenance Devices: Provide as necessary within wheelchair lift system, supported on structural members within accessible locations.

2.06 FINISHES

- A. Baked-On Factory Finish for Structural Metal Surfaces: Clean surfaces of rust, oil, or grease and wipe clean with solvent; apply manufacturer's standard two-coat, baked-on finish consisting of primer and thermosetting top coat.
 - 1. Color: As selected by Architect from manufacturer's standard line.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that areas and conditions comply with installation tolerances and other conditions affecting this work.
- B. Verify that locations for electrical rough-in connections to system equipment are in acceptable locations before installing equipment.
- C. Verify that electrical power is available and of correct characteristics.
- D. Do not proceed with installation until unacceptable conditions have been corrected.

3.02 PREPARATION

- A. Prepare surfaces of substrates using methods in accordance with lift manufacturer's installation instructions.
- B. Clean surfaces thoroughly before starting installation of lifts.

3.03 INSTALLATION

- A. Install wheelchair lift system and components in accordance with manufacturer's written installation instructions.
- B. Install wheelchair lift system securely to supporting structure, and flush with adjacent surfaces.
- C. Install structural components using methods that comply with requirements indicated relative to layout and structural position.

3.04 ADJUSTING

- A. Adjust wheelchair lift equipment to operate smoothly and safely.

- B. Verify vertical travel of wheelchair lift system; adjust as necessary to maintain operating range indicated.

3.05 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove protective coverings from finished surfaces.
- C. Clean surfaces and components.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 78 00 - Closeout Submittals for closeout submittals.
- B. Demonstration: Demonstrate operation of wheelchair lift system to Owner's personnel.
 - 1. Use operation and maintenance data as a reference during the demonstration.
 - 2. Briefly describe function, operation, and maintenance of each component.

3.07 MAINTENANCE

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Perform maintenance work using competent personnel under supervision and in direct employment of wheelchair lift installer.
- C. Examine monthly; clean, adjust, and lubricate equipment.
- D. Repair, or replace parts when required with parts produced by original equipment manufacturer.

END OF SECTION