



ABILENE RESTORATION MINISTRIES

2018 BEECH STREET
ABILENE, TEXAS

October 3, 2025
Project #571



A handwritten signature in black ink, appearing to be 'JRM', written over a horizontal line.

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SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

1.1 GENERAL

- A. The Owner of this Project is:

Abilene Restoration Ministries
1636 North 20th Street
Abilene, Texas
- B. The Architect for this Project is:

McCathren Architects, LLC
25 Green Bay Circle
Abilene, Texas 79602
Contact: Jim McCathren 325-669-2584
- C. General Contractors are invited to submit a bid for Abilene Restoration Ministries, 2018 Beech Street, Abilene.
- D. The Work of this project is generally described as:
 - 1. New construction of a 2-story, 9,484 square foot wood framed Community Home/Office.
- E. Bids must be a stipulated sum.
- F. The Owner will receive sealed Bids until 3:00 PM local time, **Thursday, October 30, 2025** at the offices of Abilene Restoration Ministries, 1636 North 20th Street, Abilene.
- G. Bids will be opened publicly and read aloud immediately after the time set for submittal.
- H. Raw bid results will be posted to the Project Forum the following day, <https://mccathren.com/abilene-restoration-ministries/>
- I. Bid Security is required.
- J. Bids are required to be submitted under a condition of irrevocability for a period of 45 days after submittal.
- K. Submit bids on the Bid Form provided.
- L. Refer to Document 00 21 13 - Instructions to Bidders for additional information.
- M. The Owner intends to award a construction contract to the lowest bona fide bidder within 45 days of receipt of bids.

1.2 BIDDING DOCUMENTS

- A. Bidders, sub bidders, and suppliers may obtain electronic Bidding Documents from <https://mccathren.com/abilene-restoration-ministries/>. Hard copies are not available from the Owner or Architect.
- B. Bidding Documents are available for review from the following organizations:

1. AGC: www.wtagc.org

1.3 EXAMINATION OF SITE

- A. The premises are occupied, and are available for examination by bidders and sub-bidders only during the following hours:

Monday through Friday: 1:00pm to 5:00pm. Contact Lee Morris, CEO, 682-262-4859 for an appointment.

Representatives of the Architect and Engineer are available for on-site meetings by appointment.

END OF SECTION 00 11 13

SECTION 00 21 20 - BID FORM

DATE Thursday, October 30, 2025, 3:00 pm

PROJECT Abilene Restoration Ministries.

PROPOSAL OF

hereinafter called "Bidder", a (corporation) (partnership) (sole proprietorship)
(Bidder strike out inapplicable terms)

TO Abilene Restoration Ministries

The undersigned, in compliance with the Advertisement for Bids, submits the following Bid.

1.1 REPRESENTATIONS

- A. Bidder will accept the provisions of the Bidding Documents.
- B. Bidder will enter into and execute a contract with the Owner within 30 days after notification of the acceptance of this Bid.
- C. Bidder will accomplish the Work in accordance with the Bidding Documents prepared by
McCathren Architects, LLC
- D. The entire project shall be substantially complete not later than 12 months from the contract date.

1.2 BID AMOUNTS

- A. Base Bid Amount: Bidder proposes to construct this project for the stipulated sum of:

_____ Dollars (_____)

1.3 ADDENDA

- B. Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

No. _____ Dated _____, 20____

Respectfully Submitted,

Firm Name

By

Street Address

Signature

City, State and Zip Code

Title

Telephone

END OF DOCUMENT

SECTION 00 21 50 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 DOCUMENT

- A. American Institute of Architects Document A701-1997, Instructions to Bidders, forms a part of the Bidding Documents and by reference is incorporated herein as fully as if repeated at length.

1.2 RELATED REQUIREMENTS

- A. Document 00 11 13 - Advertisement for Bids.

1.3 SUPPLEMENTS

- A. The following supplements modify, delete from, or add to the Instructions to Bidders referenced above.
- B. Where provisions of the Instructions to Bidders are modified, unaltered provisions remain in effect.
- C. Article 3 - Bidding Documents:
 - 1. 3.1.1 Bidding documents are available at <https://mccathren.com/abilene-restoration-ministries/>.
 - 2. 3.2.2 Make request for clarification or interpretation on the project forum at <https://mccathren.com/abilene-restoration-ministries/>. Responses will only be posted on the forum. Subscribers to the forum will receive email notification of all future postings. Follow directions at <https://mccathren.com/abilene-restoration-ministries/> to subscribe.
 - 3. 3.4.1 Addenda will be posted to the project forum only. Subscribers to the forum will receive email notification of all future postings.
- D. Article 4 - Bidding Procedures:
 - 1. 4.2.1 Bid bonds are required at 5% of the bid amount.
- E. Insert Article 9 - Miscellaneous
 - 9.1 The project is exempt from Texas sales tax.

END OF SECTION 00 21 50



AIA Document A101® – 2017

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

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

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

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

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

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

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.

The Owner and Contractor agree as follows.

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
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§ 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)
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§ 4.5 Liquidated damages, if any:

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

§ 4.6 Other:

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

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

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

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

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

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

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

§ 5.2 Final Payment

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

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

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

§ 5.3 Interest

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

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

_____ % _____

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

§ 6.2 Binding Dispute Resolution

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

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

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

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

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:

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

§ 8.3 The Contractor’s representative:

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

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

§ 8.5 Insurance and Bonds

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

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

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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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
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Supplementary and other Conditions of the Contract:

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

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

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

OWNER (Signature)

CONTRACTOR (Signature)

(Printed name and title)

(Printed name and title)

SECTION 00 72 13 - General Conditions of the Contract for Construction

for the following PROJECT:

Abilene Restoration Ministries

THE OWNER:

Abilene Restoration Ministries
1636 North 20th Street
Abilene, Texas

THE ARCHITECT:

McCathren Architects, LLC
25 Green Bay Circle
Abilene, Texas 79605

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the

Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

proof of delivery.

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been

eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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

Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for non conformities 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. Contractor shall enforce alcohol free, drug free, and weapon free policies and zones and require compliance by Contractor's employees, Subcontractors, and other persons carrying out the contract. Contractor shall also require adequate and appropriate dress of Contractor's employees, Subcontractors, and all other persons carrying out the work. Contractor shall not allow any person who has been convicted of a felony or sex offense to carry out any portion of the Work or to be present on the Owner's property.

§ 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;
- .3R ental 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 there with, 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.

§ 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.

ARTICLE 16 MISCELLANEOUS

SECTION 00 72 96 - INSURANCE AND BONDS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

INSURANCE

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company 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.

Commercial General Liability written on an occurrence form with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate 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.

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.

Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than \$1,000,000 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. 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 above, 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.

Workers Compensation at statutory limits and Part B limits not less than \$1,000,000 per occurrence for bodily injury, \$1,000,000 per employee for bodily injury by disease and a \$1,000,000 policy limit for bodily injury by disease.

The Contractor 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 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 until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. The insurance required by this Section 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. If the insurance required by this section is subject to deductibles or self-insured retentions, the Contractor shall be responsible for all loss not covered because of such deductibles or retentions.

The Contractor shall purchase and maintain an Umbrella Liability policy with coverage not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.

BONDS

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, for the full amount of the Contract Sum.

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.

SECTION 01 06 00 - DEFINITIONS AND STANDARDS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DEFINITIONS:

General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article. Definitions and explanations of this section are not necessarily either complete or exclusive, but are general for the work to extent not stated more explicitly in another provision of contract documents.

General Requirements: The provisions or requirements of Division-1 sections. General Requirements apply to entire work of Contract and, where so indicated, to other elements which are included in project.

Indicated: The term "Indicated" is a cross-reference to details, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitation of location is intended except as specifically noted.

Directed, Requested, etc: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect/Engineer", "requested by "Architect/Engineer", etc. However, no such implied meaning will be interpreted to extend Architect's/Engineer's responsibility into Contractor's area of construction supervision.

Approve: Where used in conjunction with Architect's/Engineer's response to submittals, requests, applications, inquiries, reports and claims by Contractor, the meaning of term "approved" will be held to limitations of Architect's/Engineer's responsibilities and duties as specified in General and Supplementary Conditions. In no case will "approval" by Architect/Engineer be interpreted as a release of Contractor from responsibilities to fulfill requirements of contract documents.

Furnish: Except as otherwise defined in greater detail, term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

DRAWING SYMBOLS:

General: Except as otherwise indicated, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated.

M/E Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE, supplemented by more specific symbols where appropriate as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to Architect/Engineer for clarification before proceeding.

INDUSTRY STANDARDS:

General Applicability of Standards: Applicable standards of construction industry have same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.

Referenced standards (referenced directly in contract documents or by governing regulations) have precedence over non-referenced standards which are recognized in industry for applicability to work.

Non-referenced standards recognized in the construction industry are hereby defined, except as otherwise limited in contract documents, to have direct applicability to the work, and will be so enforced for performance of the work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

Abbreviations and Names: Where acronyms or abbreviations are used in specifications or other contract documents they are defined to mean the industry recognized name of trade association, standards generating organization, governing authority or other entity applicable to context of text provision. Refer to "Encyclopedia of Associations", published by Gale Research Co., available in large libraries.

GOVERNING REGULATIONS/AUTHORITIES:

General: The procedure followed by Architect/Engineer has been to contact governing authorities where necessary to obtain information needed for the purpose of preparing contract documents; recognizing that such information may or may not be of significance in relation to Contractor's responsibilities for performing the work. Contact governing authorities directly for necessary information and decisions having a bearing on performance of the work.

SUBMITTALS:

Permits, Licenses and Certificates: For the Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgements, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION 01 06 00

SECTION 01 25 00 - PRODUCTS AND SUBSTITUTIONS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: "Products" is defined to include purchased items for incorporating into the work, regardless of whether specifically purchased for project or taken from Trade Contractor's stock of previously purchased products. "Materials", is defined as products which must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, installed or applied to form units of work. "Equipment" is defined as products with operational parts, regardless of whether motorized or manually operated, and particularly including products with service connections (wiring, piping, etc.). Definitions in this paragraph are not intended to negate the meaning of other terms used in contract documents, including "specialties", "systems", "structure", "finishes", "accessories", "furnishings", "special construction", and similar terms, which are self-explanatory and have recognized meanings in the construction industry.

Substitutions: The requirements for substitutions do not apply to specified Trade Contractor options on products and construction methods. Revisions to contract documents, where requested by Owner, Architect or Engineer, are "changes" not "substitutions". Requested substitutions during bidding period, which have been accepted prior to Contract Date, are included in contract document and are not subject to requirements for substitutions as specified herein. Trade Contractor's determination of and compliance with governing regulations and orders issued by governing authorities do not constitute "substitutions"; and do not constitute a basis for change orders, except as provided for in contract documents. Otherwise, Trade Contractor's requests for changes in products, materials and methods of construction required by contract documents are considered requests for "substitutions", and are subject to requirements hereof.

Standards: Refer to Division-1 section "Definitions and Standards" for applicability of industry standards to products of project, and for acronyms used in text of specification sections.

QUALITY ASSURANCE:

Source Limitations: To the greatest extent possible for each unit of work, provide products, materials or equipment of a singular generic kind from a single source.

Compatibility of Options: Where more than one choice is available as options for Trade Contractor's selection of a product or material, select an option which is compatible with other products and materials already selected (which may have been from among options for those other products and materials). Total compatibility among options is not assured by limitations within contract documents, but must be provided by Trade Contractor. Compatibility is a basic general requirement of product/material selections.

SUBMITTALS:

Request for Substitutions: Submit 3 copies, fully identified for product or method being replaced by substitution, including related specification section and drawing number(s), and fully documented to show compliance with requirements for substitutions. Include product data/drawings, description of methods, samples where applicable, Trade Contractor's detailed comparison of significant qualities between specified item and proposed substitution, statement of effect on construction time and

coordination with other affected work, cost information or proposal, and Trade Contractor's statement to the effect that proposed substitution will result in overall work equal-to-or-better-than work originally indicated.

PRODUCT DELIVERY-STORAGE-HANDLING:

General: Deliver, handle and store products in accordance with manufacturer's recommendations and by methods and means which will prevent damage, deterioration, and loss including theft. Control delivery schedules to minimize long-term storage of products at site and overcrowding of construction spaces. In particular, provide delivery/installation coordination to ensure minimum holding or storage times for products recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other sources of loss.

WARRANTIES (GUARANTEES):

Categories of Specific Warranties: Warranties on the work are in several categories, including those of General Conditions, and including (but not necessarily limited to) the following specific categories related to individual units of work specified in sections of Divisions 2 through 16 of these specifications:

Special Project Warranty (Guarantee): A warranty specifically written and signed by Trade Contractor for a defined portion of the work; and, where required, countersigned by subcontractor, installer, manufacturer or other entity engaged by Trade Contractor.

Specified Product Warranty: A warranty which is required by contract documents, to be provided for a manufactured product incorporated into the work; regardless of whether manufacturer has published a similar warranty without regard for specific incorporation of product into the work, or has written and executed a special project warranty as a direct result of contract document requirements.

Coincidental Product Warranty: A warranty which is not specifically required by contract documents (other than as specified in this Section); but which is available on a product incorporated into the work, by virtue of the fact that manufacturer of product has published warranty in connection with purchases and uses of product without regard for specific applications except as otherwise limited by terms of warranty.

Refer to individual sections of Divisions 2 through 16 for the determination of units of work which are required to be specifically or individually warranted, and for the specific requirements and terms of those warranties (or guarantees).

General Limitations: It is recognized that specific warranties are intended primarily to protect Owner against failure of the work to perform as required, and against deficient, defective and faulty materials and workmanship, regardless of sources. Except as otherwise indicated, specific warranties do not cover failures in the work which result from: 1) Unusual and abnormal phenomena of the elements, 2) The Owner's misuse, maltreatment or improper maintenance of the work), 3) Vandalism after time of substantial completion, or 4) Insurrection or acts of aggression including war.

Related Damages and Losses: In connection with Trade Contractor's correction of warranted work which has failed, remove and replace other work of project which has been damaged as a result of such failure, or must be removed and replaced to provide access for correction of warranted work.

Consequential Damages: Except as otherwise indicated or required by governing regulations, special project warranties and product warranties are not extended to cover damage to building contents (other than work of Contract) which occurs as a result of failure of warranted work.

Reinstatement of Warranty Period: Except as otherwise indicated, when work covered by a special project warranty or product warranty has failed and has been corrected by replacement or restoration, reinstate warranty by written endorsement for the following time period, starting on date of acceptance

of replaced or restored work.

A period of time ending upon date original warranty would have expired if there had been no failure.

A period of time ending upon date original warranty would have expired if there had been no failure, but not less than half of original warranty period of time.

A period of time equal to original warranty period of time.

Replacement Cost, Obligations: Except as otherwise indicated, costs of replacing or restoring failing warranted units or products is Trade Contractor's obligation, without regard for whether Owner has already benefitted from used through a portion of anticipated useful service lives.

Rejection of Warranties: Owner reserves the right, at time of substantial completion or thereafter, to reject coincidental product warranties submitted by Trade Contractor, which in opinion of Owner tend to detract from or confuse interpretation of requirements of contract documents.

Trade Contractor's Procurement Obligations: Do not purchase, subcontract for, or allow others to purchase or sub-subcontract for materials or units of work for project where a special project warranty, specified product warranty, certification or similar commitment is required, until it has been determined that entities required to countersign such commitments are willing to do so.

Specific Warranty Forms: Where a special project warranty (guarantee) or specified product warranty is required, prepare a written document to contain terms and appropriate identification, ready for execution by required parties. Submit draft to Owner (through Architect/Engineer) for approval prior to final executions.

PART 2 - PRODUCTS

GENERAL PRODUCT COMPLIANCES:

General: The compliance requirements, for individual products as indicated in contract documents, are multiple in nature and may include generic, descriptive, proprietary, performance, prescriptive, compliance with standards, compliance with codes, conformance with graphic details and other similar forms and methods of indicating requirements, all of which must be complied with. Also "allowances" and similar provisions of contract documents will have a bearing on selection process.

Procedures for Selecting Products: Trade Contractor's options for selecting products are limited by contract document requirements, and governing regulations, and are not controlled by industry traditions or procedures experienced by Trade Contractor on previous construction projects. Required procedures include, but are not necessarily limited to, the following for various indicated methods of specifying:

Single Product/Manufacturer Name: Provide product indicated, except advise Architect/Engineer before proceeding, where known that named product is not a feasible or acceptable selection.

Two or More Product/Manufacturer Names: Provide one of the named products, at Trade Contractor's option; but excluding products which do not comply with requirements. Do not provide or offer to provide an unnamed products, except where none of named products comply with requirements or are a feasible selection; advise Architect/Engineer before proceeding.

"Or Equal": Where named products in specifications text are accompanied by the term "or equal," or other language of similar effect, comply with those contract document provisions concerning "substitutions" for obtaining Architect's approval (by change order) to provide an unnamed products.

"Named", except as otherwise indicated, is defined to mean manufacturer's name for product, as recorded in published product literature, of latest issue as of date of contract documents. Refer requests to use products of a later (or earlier) model to Architect/Engineer for acceptance before proceeding.

Standards, Codes and Regulations: Where only compliance with an imposed standard, code or regulation is required, selection from among products which comply with requirements including those standards, codes and regulations, is Trade Contractor's option.

Performance Requirements: Provide products which comply with specific performances indicated, and which are recommended by manufacturer (in published product literature or by individual certification) for application indicated. Overall performance of a product is implied where product is specified with only certain specific performance requirements.

Prescriptive Requirements: Provide products which have been produced in accordance with prescriptive requirements, using specified ingredients and components, and complying with specified requirements for mixing, fabricating, curing, finishing, testing and similar operations in manufacturing process.

Visual Matching: Where matching with an established sample is required, final judgement of whether a product proposed by Trade Contractor matches sample satisfactorily is Architect's judgement. Where no product within specified cost category is available, which matches sample satisfactorily and complies with requirements, comply with contract document provisions concerning, "substitutions" and "change orders" for selection of matching product outside established cost category or, of a product not complying with requirements.

Visual Selection: Except as otherwise indicated, where specified product requirements include "...as selected from manufacturer's standard colors, patterns, textures..." or words of similar effect, the selection of manufacturer and basic product (complying with requirements) is Trade Contractor's option, and subsequent selection of color, pattern and texture is Architect's selection. Where specified product requirements include "...as selected from standard colors, patterns, textures available within the industry..." or words to that effect, selection of product (complying with requirements, and within established cost category) is Architect's selection, including designation of manufacturer where necessary to obtain desired color, pattern or texture.

SUBSTITUTIONS:

Conditions: Trade Contractor's request for substitution will be received and considered when extensive revisions to contract documents are not required and changes are in keeping with general intent of contract documents; when timely, fully documented and properly submitted; and when one or more of following conditions is satisfied, all as judged by Architect/Engineer. Otherwise, requests will be returned without action except to record non-compliance with these requirements.

Where request is directly related to an "or equal" clause or other language of same effect in contract documents.

Where required product, material or method cannot be provided within Contract Time, but not as a result of Trade Contractor's failure to pursue the work promptly or to coordinate various activities properly.

Where required product, material or method cannot be provided in a manner which is compatible with other materials of the work, or cannot be properly coordinated therewith, or cannot be warranted as required, or cannot be used without adversely affecting Owner's insurance coverage on completed work, or will encounter other substantial non-compliances which are not possible to otherwise overcome except by making requested substitution, which Trade Contractor thereby certifies to overcome such non-compatibility, non-coordination, non-warranty, non-insurability or other non-compliance as claimed.

Where required product, material or method cannot receive required approval by a governing authority, and requested substitution can be so approved.

Where substantial advantage is offered Owner, in terms of cost, time, energy conservation or other valuable considerations, after deducting offsetting responsibilities Owner may be required to bear, including additional compensation to Architect/Engineer for redesign and evaluation services, increased cost of other work by Owner or separate Trade Contractors, and similar considerations.

Work Related Submittals: Trade Contractor's submittal of (and Architect's acceptance of) shop drawings, product data or samples which relate to work not complying with requirements of contract documents, does not constitute an acceptable or valid request for a substitution, nor approval thereof.

GENERAL PRODUCT REQUIREMENTS:

General: Provide products which comply with requirements, and which are undamaged and unused at time of installation, and which are complete with accessories, trim, finish, safety guards and other devices and details needed for complete installation and for intended use and effect.

Standard Products: Where available, provide standard products of types which have been produced and used previously and successfully on other projects and in similar applications.

Continued Availability: Where additional amounts of a product, by nature of its application, are likely to be needed by Owner at a later date for maintenance and repair or replacement work, provide a standard, domestically produced product which is likely to be available to Owner at such later date.

Nameplates: Except as otherwise indicated for required approval labels, and operating data, do not permanently attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products which will be exposed to view either in occupied spaces or on exterior of the work.

Labels: Locate required labels and stamps on a concealed surface or, where required for observation after installation, on an accessible surface which, in occupied spaces, is not conspicuous.

Equipment Nameplates: Provide permanent nameplates on each item of service-connected or power operated equipment. Indicate manufacturer, product name, model number, serial number, capacity, speed, ratings and similar essential operating data. Locate nameplates on an easily accessed surface which, in occupied spaces, is not conspicuous.

PART 3 - EXECUTION (not applicable)

END OF SECTION 01 25 00

SECTION 01 29 00 - SCHEDULES, REPORTS, PAYMENTS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

COORDINATION:

Coordinate both the procedural timing and the listing (naming and sequencing) of reports/activities required by provisions of this section and other sections, to afford consistency and logical coordination between submitted reports or lists. Maintain coordination and correlation between separate reports by updating at monthly or shorter time intervals. Make appropriate distribution of each report and updated report to entities involved in the work including the Architect. In particular, provide close coordination of progress schedule, schedule of values, listing of subcontracts, schedule of submittals, progress reports, and payment requests.

PROGRESS SCHEDULE:

Bar-Chart Schedule: Based on preliminary development of progress schedule, and whatever updating and feedback may have occurred during project start-up, secure critical time commitments for performing major elements of the work. Within 10 days of contract award, submit a comprehensive bar-chart type progress schedule indicating a time bar for each category or unit of work to be performed at site, and including minor units which are, nevertheless, involved in overall sequencing of the work. Arrange schedule to graphically show major sequences required in intermeshing of work, and to show how substantial completion is scheduled to allow for Architect's procedure for certification thereto. Prepare and maintain schedule on sufficiently wide sheet or series of sheets to show required data clearly for entire Construction Time, and to permit reproduction for required distribution.

Phasing: Arrange schedule with notations to show how sequence of work is affected by requirements for phased completion, coordination with existing work, limitations of continued occupancies, non-interruptable services, partial occupancy prior to substantial completion, site restrictions, provisions for future work, seasonal variations, environmental control, and similar provisions of total project. Refer to other sections of Division 1 and other contract documents for requirements.

Individual Work Stages: show significant stages for each category or unit of work, including (where applicable), but not necessarily limited to, subcontract letting, submittals, purchases, mockups, fabrication, sample testing, deliveries, installation, testing, adjusting, curing, start up and placement into final use and operation.

Area Separations: Arrange schedule with an individual time bar for each major area of construction of each major category or unit of work where it must be sequenced or intermeshed with other work as needed for structural completion, permanent space enclosure, and completion of mechanical/electrical work for overall work in that area. Except as otherwise indicated, or subsequently agreed upon with Architect/Engineer, a "major area" is defined for purpose of this article to mean a story of construction or similar separation.

Distribution: Following initial submittal to and response by Architect, print and distribute progress schedule to Architect (3 copies), principal subcontractors and suppliers or fabricators, and others with a need-to-know schedule compliance requirement. Post copies in project meeting rooms and field offices. Distribute and

post subsequent updated issues to same entities, when revisions are made; except delete entities from distribution when they have completed assigned work and are no longer involved in performance of scheduled work.

PROGRESS MEETING, REPORTING:

Weekly Reports: Prepare a weekly report, recording the following information concerning events at the site; and submit duplicate copies to Architect at weekly intervals:

- List of subcontractors at the site.
- List of separate contractors at the site.
- Accidents (refer to accident reports).
- Meetings and significant decisions.
- Unusual events (refer to special reports).
- Stoppages, delays, shortages, losses.
- Emergency procedures, field orders.
- Orders/requests by governing authorities.
- Change orders received, implemented.
- Services connected, disconnected.
- Inspections and status.
- Equipment or system tests and start-ups.
- Partial completions, occupancies.
- Substantial completions authorized.
- Schedule status and measures to comply with schedule.
- Outline of the following week's work.

SCHEDULE OF VALUES:

General: Prepare schedule of values, as required by General Conditions, in coordination with preparation of progress schedule. Correlate line items with other administrative schedules and forms required for the work, including progress schedule, payment request form, listing of subcontractors, schedule of allowances, schedule of alternates, listing of products and principal suppliers and fabricators, and schedule of submittals. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum. Submit 1 copies of schedule of values to the Architect.

PAYMENT REQUESTS:

General: Except as otherwise indicated, sequence of progress payments is to be regular, and each must be consistent with previous applications and payments. It is recognized that certain applications involve extra requirements, including initial application, application at times of substantial completion, and final payment application.

Waiver of Lien: For each payment application, submit waivers of lien from every entity (including Contractor) who could lawfully and possibly file a lien in excess of \$1,000 arising out of Contract and related to work covered by payment. Submit partial waivers for amount requested (prior to deduction or retainage) on each item; and when application shows completion of item, submit final or full waivers. Owner reserves right to designate which entities involved in the work must submit waivers.

Waiver Forms: Submit waivers on forms provided by the Architect.

Payment Application Times: The date for each progress payment is the 25th day of each month. The period of construction work covered by each payment request is the period ending on the date for each progress payment, and starting day following end of preceding

period.

Payment Application Forms: AIA Document G702 and Continuation Sheets

Application Preparation: Except as otherwise indicated, complete every entry provided for on the form, including execution by authorized persons. Incomplete applications will be returned by Architect/Engineer without action. Entries must match current data of schedule of values and progress schedule and report. Listing must include amounts of change orders issued prior to last day of the "period of construction" covered by application.

Initial Payment Application: The principal administrative actions and submittals which must precede or coincide with submittal of first payment application can be summarized as follows, but not necessarily by way of limitation:

- Listing of subcontractors and principal suppliers and fabricators.
- Schedule of values.
- Progress schedule.
- Listing of Contractor's staff assignments and principal consultants.
- Copies of acquired permits and similar authorizations and licenses from governing authorities for current performance of the work.
- Performance and/or payment bonds.
- Evidence that Contractor's insurance coverage has been secured.
- Initial progress report, including report of pre-construction meeting.

Final Payment Application: The administrative actions and submittals which must precede or coincide with submittal of final payment application can be summarized as follows, but not necessarily by way of limitation:

- Occupancy permits and similar approvals or certifications by governing authorities and franchised services, assuring Owner's full access and use of completed work.
- Warranties (guarantees), maintenance agreements and similar provisions of contract documents.
- Test/adjust/balance records, maintenance, instructions, meter readings, start-up performance reports, and similar change-over information germane to Owner's occupancy, use, operation and maintenance of completed work.
- Final cleaning of the work.
- Application for reduction (if any) of retainage, and consent of surety.
- Advice to Owner on coordination of shifting insurance coverage, including proof of extended coverage as required.
- Listing of Contractor's incomplete work, recognized as exceptions to Architect's/Engineer's certificate of substantial completion.
- Completion of project closeout requirements.
- Completion of items specified for completion beyond time of substantial completion (regardless of whether special payment application was previously made).
- Assurance, satisfactory to Owner, that unsettled claims will be settled and that work not actually completed and accepted will be completed without undue delay.
- Transmittal of required project construction records to Owner.
- Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.
- Removal of temporary facilities, services, surplus materials, rubbish and similar elements.
- Change over of door locks and other Contractor's access provisions to Owner's property.
- Consent of surety for final payment.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION (not applicable)

END OF SECTION 01 29 00

SECTION 01 30 00 - PROCEDURES AND CONTROLS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The types of minimum requirements for procedures and performance or control work of a general nature include but are not necessarily limited to the following categories:

- Coordination and meetings.
- Administrative/supervisory personnel.
- Surveys and records or reports.
- Limitations for use of site.
- Special reports.
- Tradespeople and workmanship standards.
- Inspections, tests and reports.
- General installation provisions.
- Cutting and patching.
- Cleaning and protection.
- Conservation and salvage.

COORDINATION AND MEETINGS:

General: Prepare and distribute to each entity performing work at project site, a written memorandum of instructions on required coordination activities, including required notices, reports and attendance at meetings. Prepare similar memorandum for separate contractors where interfacing of work is required.

Coordination Drawings: Where work by separate entities requires off-site fabrication of products and materials which must be accurately interfaced and closely intermeshed to produce required results, prepare coordination drawings to indicate how work shown by separate shop drawings will be interfaced, intermeshed, and sequenced for installation. Comply with submittal requirements of "Submittal" section.

ADMINISTRATIVE/SUPERVISORY PERSONNEL:

General: In addition to a General Superintendent and other administrative and supervisory personnel required for performance of the work, provide specific coordinating personnel as needed.

Submittal of Staff Names and Duties: Within 5 days of Contract date, submit a listing of Contractor's principal staff assignments and consultants, naming persons and listing their addresses and telephone numbers.

SURVEYS AND RECORDS/REPORTS:

General: Working from lines and levels established by property survey, and as shown in

relation to the work, establish and maintain bench marks and other dependable markers to set lines and levels for the work at each story of construction and elsewhere on site as needed to properly locate each element of entire project. Calculate and measure required dimensions as shown (within recognized tolerances if not otherwise indicated); do not scale drawings to determine dimensions. Advise tradesmen performing the work, of marked lines and levels provided for their use in layout of work.

Survey Procedures: Verify layout information shown on drawings, in relation to property survey and existing bench marks, before proceeding with layout of actual work. As work proceeds, check every major element for line, level and plumb (where applicable), and maintain an accurate surveyor's log or record book of such checks, available for Architect's or Engineer's reference at reasonable times. Record deviations from required lines and levels, and advise Architect or Engineer promptly upon detection of deviations exceeding indicated or recognized tolerances. Record deviations which are accepted (not corrected) on record drawings.

LIMITATIONS FOR USE OF SITE:

General: In addition to site utilization limitations and requirements shown on drawings, and indicated by other contract documents, administer allocation of available space equitably among entities needing access and space, so as to produce best overall efficiency in performance of total work of project. Schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.

Segregation of member and staff traffic and activities: At all times, maintain physical barriers preventing pedestrian access to areas under construction. Provide for member and staff access to YMCA related activities. Use temporary sidewalks, plywood barricades, chain link fences, and whatever other means are appropriate for activity segregation.

Maintain fire exits at all times.

Burial of Waste Materials: Do not dispose of materials on the site, either by burial or burning.

SPECIAL REPORTS:

General: Except as otherwise indicated, submit special reports directly to Owner within one day of occurrence requiring special report, with copy to Architect and others affected by occurrence.

Reporting Accidents: Prepare and submit reports of significant accidents, at site and anywhere else work is in progress. Record and document data and actions; comply with industry standards. For this purpose, a significant accident is defined to include events where personal injury is sustained, or property loss of substance is sustained, or where the event posed a significant threat of loss or personal injury.

TRADESPERSONS AND WORKMANSHIP STANDARDS:

General: Instigate and maintain procedures to ensure that persons performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality-levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

Availability of Tradespersons: At each progress or coordination meeting, review availability of tradespersons and projected needs to accomplish work as scheduled. Require each prime entity employing personnel to report on current and pending matters which might affect progress of work. Where possible, consider alternatives and take actions to avoid disputes and delays.

Zero tolerance: maintain zero tolerance regarding use of drugs, alcohol, controlled substances, sexual harassment, and possession of weapons. Immediately and permanently remove anyone from the site who exhibits evidence of these violations.

NO CRACK ZONE: We are sharing the neighborhood with women and children. Require all workers to keep their pants up. Buy suspenders if needed. "Say NO to Crack."

INSPECTIONS, TESTS AND REPORTS:

General: Required inspection and testing services are intended to assist in determination of probable compliances of work with requirements, but do not relieve Contractor of responsibility for those compliances, or for general fulfillment of requirements of contract documents. Specified inspections and tests are not intended to limit Contractor's quality control program. Afford reasonable access to agencies performing tests and inspections.

Owner's Tests: Where tests or inspections are indicated as Owner's responsibility, Owner will engage independent testing agency to perform required services.

Qualification of Testing Agencies: Except as otherwise indicated and except where manufacturer's testing facilities are indicated as acceptable, engage independent testing laboratories specializing in required services and complying with "Recommended Requirements for Independent Laboratory Qualification" by ACIL.

Reports: Submit test/inspection reports, including agency's analysis of results and recommendations where applicable, in duplicate to Architect/Engineer except as otherwise indicated, and submit copies directly to governing authorities where required or requested.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION

GENERAL INSTALLATION PROVISIONS:

Pre-Installation Conferences: Well in advance of installation of every major unit of work which requires coordination and interfacing with other work, meet at project site with installers and representatives of manufacturers and fabricators who are involved in or affected by unit of work, and in its coordination or integration with other work which has preceded or will follow. Advise Architect of scheduled meeting dates. At each meeting review progress of other work and preparations for particular work under consideration, including requirements of contract documents, options, related change orders, purchases, deliveries, shop drawings, product data, quality control samples, possible conflicts, compatibility problems, time schedules, weather limitations, temporary facilities, space and access limitations, structural limitations, governing regulations, safety, inspection and testing requirements, required performance results, recording requirements, and protection. Record significant discussions of each conference, and record agreements and

disagreements, along with final plan of action. Distribute record of meeting promptly to everyone concerned, including Architect/Engineer.

Do not proceed with the work if associated pre-installation conference cannot be concluded successfully. Instigate actions to resolve impediments to performance of the work, and reconvene conference at earliest date feasible.

Installer's Inspection of Conditions: Require Installer of each major unit of work to inspect substrate to receive work, and conditions under which work will be performed, and to report (in writing to Contractor) unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to Installer.

Manufacturer's Instructions: Where installation includes manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to extent these are more explicit or more stringent than requirements indicated in contract documents.

Inspect each item of materials or equipment immediately prior to installation, and reject damaged and defective items.

Provide attachment and connection devices and methods for securing work properly as it is installed; true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to Architect for final decision.

Recheck measurements and dimensions of the work, as an integral step of starting each installation.

Install work during conditions of temperature, humidity, exposure, forecasted weather, and status of project completion which will ensure best possible results for each unit of work, in coordination with entire work. Isolate each unit of work from non-compatible work, as required to prevent deterioration.

Coordinate enclosure (closing-in) of work with required inspections and tests, so as to minimize necessity of uncovering work for that purpose.

Mounting Heights: Where mounting heights are not indicated, mount individual units of work in reach ranges according the Texas Accessibility Standards. Refer questionable mounting height choices to Architect/Engineer for final decision.

CUTTING AND PATCHING

General: Do not cut-and-patch structural work in a manner resulting in reduction of load-carrying capacity or load/deflection ratio; submit proposed cutting and patching to Architect/Engineer for structural approval before proceeding. Do not cut-and-patch operational elements and safety-related components in a manner resulting in reduction of capacities to perform in manner intended or resulting in decreased operational life, increased maintenance, or decreased safety. Do not cut-and-patch work which is exposed on exterior or exposed in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, both as judged solely by Architect to be cut-and-patched in a visually unsatisfactory or otherwise objectionable manner.

Engage original Fabricator/Installer to perform cutting-and-patching of structural work, operational/safety-related components, and visually-exposed work; or, if not available, engage only recognized experts; employ only proven methods.

Materials: Except as otherwise indicated or approved by Architect/Engineer, provide materials for cutting-and patching which will result in equal-or-better work than work being cut-and-patched; in terms of performance characteristics and including visual effect where applicable. Use materials identical with original materials where feasible and where recognized that satisfactory results can be produced thereby.

Temporary Support and Protection: Provide adequate temporary support for work to be cut, to prevent failure. Do not endanger other work. Provide adequate protection of other work during cutting-and-patching, to prevent damage; and provide protection of the work from adverse weather exposure.

Cut work by methods least likely to damage work to be retained and work adjoining.

Where physical cutting action is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work.

Comply with the requirements of applicable sections of Division 2 where cutting-patching requires excavating and backfilling.

Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.

Where feasible, inspect and test patched areas to demonstrate integrity of work.

Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.

Where patch occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received prime and base coats.

CLEANING AND PROTECTION:

General: During handling and installation of work at project site clean and protect work in progress and adjoining work on a basis of perpetual maintenance. Apply suitable protective covering on newly installed work where reasonably required to ensure freedom from damage or deterioration at time of substantial completion; otherwise, clean and perform maintenance on newly installed work as frequently as necessarily through remainder of construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures of Work: To extend possible through reasonable control and protection methods, supervise performance of work in a manner and by means which will ensure that none of the work, whether completed or in progress, will be subjected to harmful, dangerous, damaging, or otherwise deleterious exposures during construction period. Such exposures include (where applicable, but not by way of limitation) static loading, dynamic loading, internal pressures, external pressures, high or low temperatures, thermal shock, high or low humidity, air contamination or pollution, water, ice, solvents, chemicals, light, radiation, puncture, abrasion, heavy traffic, soiling, bacteria, insect infestation, combustion, electrical current, high speed operation, improper lubrication, unusual wear, misuse,

incompatible interface, destructive testing, misalignment, excessive weathering, unprotected storage, improper shipping/handling, theft and vandalism.

CONSERVATION AND SALVAGE:

General: It is a general procedural requirement for supervision and administration of the work that construction operations be carried out with maximum practical consideration for conservation of energy, water and materials; and with maximum practical consideration for salvaging materials and equipment involved in performance of the work but not incorporated therein. Refer to other sections for required disposition of salvage materials and equipment which are Owner's property (change order procedures).

END OF SECTION 01 30 00

SECTION 01 33 00 - SUBMITTALS

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work specified in this section.

FORMAT:

Submit digital shop drawings and product data documents. Maintain one hard copy set on site.

DESCRIPTION OF REQUIREMENTS:

The types of submittal requirements specified in this section include shop drawings, product data, samples and miscellaneous work-related submittals. Individual submittal requirements are specified in applicable sections for each unit of work. Refer to other Division-1 sections and other contract documents for requirements of administrative submittals.

Definitions: Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed therein.

Samples include both fabricated and unfabricated physical examples of materials, products and units of work; both as complete units and as smaller portions of units of work; either for limited visual inspection or (where indicated) for more detailed testing and analysis.

Mock-ups are a special form of samples, which are too large or otherwise inconvenient for handling in specified manner for transmittal of sample submittals.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standards, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

GENERAL SUBMITTAL REQUIREMENTS:

Coordination and Sequencing: Coordinate preparation and processing of submittals with performance of the work so that work will not be delayed by submittals. Coordinate and sequence different categories of submittals for same work, and for interfacing units of work, so that one will not be delayed for coordination of A/E's review with another.

Preparation of Submittals: Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Show Contractor's executed review and approval marking and provide space for Architect's/Engineer's "Action" marking. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through Contractor's office will be returned by A/E "without action".

SPECIFIC-CATEGORY SUBMITTAL REQUIREMENTS:

General: Except as otherwise indicated in individual work sections, comply with requirements specified herein for each indicated category of submittal. Provide and process intermediate submittals, where required between initial and final, similar to initial submittals.

Shop Drawings: Provide newly-prepared information, with graphic information at accurate scale (except as otherwise indicated), with name of preparer indicated (firm name). Show dimensions and note which are based on field measurement. Identify materials and products in the work shown. Indicate compliance with standards, and special coordination requirements. Do not allow shop drawing copies without appropriate final "Action" markings by Architect/Engineer to be used in connection with the work.

Product Data: Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data (for each submittal) at project site, available for reference by Architect/Engineer and others.

Submittals: Do not submit product data, or allow its use on the project, until compliance with requirements of contract documents has been confirmed by Contractor. Submittal is for information and record, unless otherwise indicated. Initial submittal is final submittal unless returned promptly by Architect/Engineer, marked with an "Action" which indicates an observed non-compliance.

Installer's Copy: Do not proceed with installation of materials, products or systems until final copy of applicable product data is in possession of Installer.

Samples: Provide units identical with final condition of proposed materials or products for the work. Include "range" samples (not less than 3 units) where unavoidable variations must be expected, and describe or identify variations between units of each set. Provide full set of optional samples where Architect's/Engineer's sample where so indicated. Include information with each sample to show generic description, source or product name and manufacturer, limitations, and compliance with standards. Samples are submitted for review and confirmation of color, pattern, texture and "kind" by Architect/Engineer. Architect/Engineer will not "test" samples (except as otherwise indicated) for compliance with other requirements, which are therefore the exclusive responsibility of Contractor.

Submittal: At Contractor's option, provide preliminary submittal of a single set of samples for Architect's/Engineer's review and "Action". Otherwise, initial submittal is final submittal unless returned with "Action" which requires resubmittal. Submit 3 sets of samples in final submittal; one set will be returned.

Quality Control Set: Maintain returned final set of samples at project site, in suitable condition and available for quality control comparisons by Architect/Engineer, and by others.

Mock-Ups: Mock-ups and similar samples specified in individual work sections are

recognized as a special type of sample. Comply with requirements for "samples" to greatest extent possible, and process transmittal forms to provide a record of activity.

Inspection and Test Reports: Classify each as either "shop drawing" or "product data", depending upon whether report is uniquely prepared for project or a standard publication of workmanship control testing at point of production; process accordingly.

Warranties: Refer to "Products" section for specific general requirements on warranties, product/workmanship bonds, and maintenance agreements. In addition to copies desired for Contractor's use, furnish 2 executed copies, except furnish 2 additional (conformed) copies where required for maintenance manuals.

Survey Data: Refer to "Procedures" section for specific general requirements on property surveys, field measurements, quantitative records of actual work, damage surveys, photographs and similar data required by individual work sections of these specifications. None of specified copies will be returned.

Survey Copies: Furnish 2 copies of survey data, (if any).

Standards: Where copy submittal is indicated, and except where specified integrally with "Product Data" submittal, submit a single copy of Architect's/Engineer's use. Where workmanship at project site and elsewhere is governed by standard, furnish additional copies to fabricators, installers and others involved in performance of the work.

Closeout Submittals: Refer to individual work sections and to "closeout" sections for specific requirements on submittal of closeout information, materials, tools and similar items.

Record Document Copies: Furnish one set.

Maintenance/Operating Manuals: Furnish 1 bound copy.

Materials and Tools: Refer to individual work sections for required quantities of spare parts, extra and overrun stock, maintenance tools and devices, keys, and similar physical units to be submitted.

General Distribution: Provide additional distribution of submittals (not included in foregoing copy submittal requirements) to subcontractors, suppliers, fabricators, installers, governing authorities and others as necessary for proper performance of the work. Include such additional copies in transmittal to Architect/Engineer where required to receive "Action" marking before final distribution. Record distributions on transmittal forms.

ACTION ON SUBMITTALS:

Action Stamp: Architect's/Engineer's action stamp, for use on submittals to be returned to Contractor, is self-explanatory as marked.

PART 2 - PRODUCTS (not applicable).

PART 3 - EXECUTION (not applicable).

END OF SECTION 01 33 00

SECTION 01 50 00 - TEMPORARY FACILITIES

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF REQUIREMENTS:

Definitions: Specific administrative and procedural minimum actions are specified in this section, as extensions of provisions in General Conditions and other contract documents. These requirements have been included for special purposes as indicated. Nothing in this section is intended to limit types and amounts of temporary work required, and no omission from this section will be recognized as an indication by Architect or Engineer that such temporary activity is not required for successful completion of the work and compliance with requirements of contract documents. Provisions of this section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection provisions, and support facilities.

QUALITY ASSURANCE:

General: In addition to compliance with governing regulations and rules/recommendations of franchised utility companies, comply with specific requirements indicated and with applicable local industry standards for construction work (published recommendations by local consensus "building councils").

ANSI Standards: Comply with applicable provisions of ANSI A10-Series standards on construction safety, including A10.3, A10.4, A10.5, A10.6, A10.7, A10.8, A10.9, A10.10, A10.11, A10.12, A10.13, A10.14, A10.15, A10.17, A10.18, A10.20, and A10.22.

NFPA Code: Comply with NFPA Code 241 "Building Construction and Demolition Operations".

JOB CONDITIONS:

General: Establish and initiate use of each temporary facility at time first reasonably required for proper performance of the work. Terminate use and remove facilities at earliest reasonable time, when no longer needed or when permanent facilities have, with authorized use, replaced the need.

Conditions of Use: Install, operate, maintain and protect temporary facilities in a manner and at locations which will be safe, non-hazardous, sanitary and protective of persons and property, and free of deleterious effects.

PART 2 AND 3 - PRODUCTS AND EXECUTION

TEMPORARY UTILITY SERVICES:

Potable Water: Connect to existing water source for water required for construction.

Costs of water used will be paid for by Owner. Exercise measures to conserve water.

Non-potable Water: Where non-potable water is used, mark each outlet with adequate health-hazard warning signs.

TEMPORARY CONSTRUCTION FACILITIES:

The types of temporary construction facilities required include, but not by way of limitation, water distribution, drainage, dewatering equipment, enclosure of work, heat, ventilation, electrical power distribution, lighting, hoisting facilities, and ladders. Provide facilities reasonably required to perform construction operations properly and adequately.

Heating: Heat with self-contained LP gas or fuel oil heaters, bearing UL, FM or other approval labels appropriate for application. Vent fuel-burning heaters, and equip units with individual-space thermostatic controls.

Electrical Power: Provide weatherproof, grounded, power distribution system sufficient to accommodate construction operations requiring power, use of power tools, electrical heating, lighting, and start-up testing of permanent electric-powered equipment prior to its permanent connection to electrical system. Provide overload protection. Locate multiple outlets (not less than 4-gang) spaced so that entire area of construction can be reached by power tools on a single extension cord of 100' maximum length. Cost of electricity used will be paid for by Owner. Exercise measures to conserve electricity.

Power for electric welding shall be from installer's engine-driven power-generator sets.

Lighting: Provide sufficient temporary lighting to ensure proper workmanship everywhere; by combined use of daylight, general lighting, and portable plug-in task lighting. Provide general lighting with local switching which will enable energy conservation during periods of varying activity (work-in-progress, traffic only, security check, lock-up, etc.).

Provide uniformly spaced general lighting equivalent to not less than one 200-watt incandescent lamp per 500 sq. ft. of floor area, and one 100-watt lamp per 50' of corridor.

Ventilation: Provide ventilation to avoid odors in occupied spaces.

Access Provisions: Provide ramps, stairs, ladders and similar temporary access elements as reasonably required to perform the work and facilitate its inspection during installation. Comply with reasonable requests of governing authorities performing inspections. When permanent stairs are available for access during construction, cover finished surfaces with sufficient protection to ensure freedom from damage and deterioration at time of substantial completion.

SECURITY/PROTECTION PROVISIONS:

The types of temporary security and protection provisions required include, but not by way of limitation, fire protection, barricades, warning signs/lights, site enclosure fence, sidewalk bridges, building enclosure/lockup, personnel security program (theft prevention), environmental protection, and similar provisions intended to minimize property losses, personal injuries and claims for damages at project site.

Barriers: Provide barriers to prevent entry into construction areas and to protect members and staff from constructions operations.

Security: Provide a project security program, to:

- Protect the Work, stored products, and construction equipment from theft and vandalism.
- Prevent entry by unauthorized persons.
- Protect Owner's operations from theft, vandalism, and damage.

Progress Cleaning: Maintain areas free from waste materials, debris, and rubbish. Maintain site in clean and orderly condition. Provide containers for collection of waste materials, debris, and rubbish; remove and dispose of off site as required by construction activities. Periodically clean interior areas to provide suitable conditions for finish work. Broom clean areas at least once per week.

Water Control: Grade site to drain. Prevent puddling water. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. Provide water barriers to protect site from soil erosion.

Erosion and Sediment Control: Plan and execute methods to control surface drainage from cuts, fills, borrow areas, and waste disposal areas. Prevent erosion and sedimentation. Minimize amount of bare soil exposed at any one time. Provide temporary measures such as silt fences, dikes, berms, settlement basins, and drainage systems to prevent water flow and sedimentation. Periodically inspect earthwork to detect erosion and sedimentation; promptly employ corrective measures.

Dust Control: Provide dust control materials and methods to minimize dust from construction operations. Prevent dust from dispersing into atmosphere.

TEMPORARY SUPPORT FACILITIES:

Sanitary facilities: Provide chemical toilets for use during construction.

Refuse Facilities: Provide 40 yard roll-off containers.

END OF SECTION 01 50 00

SECTION 01 70 00 - PROJECT CLOSEOUT

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Definitions: Closeout is hereby defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by Owner and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

PREREQUISITES TO SUBSTANTIAL COMPLETION:

General: Prior to requesting Architect's inspection for certification of substantial completion (for either entire work or portions thereof), complete the following and list known exceptions in request:

In progress payment request, coincident with or first following date claimed, show either 100% completion for portion of work claimed as "substantially complete", or list incomplete items, value of incompleteness, and reasons for being incomplete.

Include supporting documentation for completion as indicated in these contract documents.

Submit statement showing accounting of changes to Contract Sum.

Advise Owner of pending insurance change-over requirements.

Submit specific warranties, workmanship/maintenance bonds, maintenance agreements, final certifications and similar documents.

Obtain and submit releases enabling Owner's full and unrestricted use of the work and access to services and utilities, including (where required) occupancy permits, operating certificates, and similar releases.

Submit record drawings, maintenance manuals, final project photographs, damage or settlement survey, property survey, and similar final record information.

Deliver tools, spare parts, extra stocks of materials, and similar physical items to Owner.

Complete start-up testing of systems, and instructions of Owner's operating/maintenance personnel. Discontinue (or change over) and remove from project site temporary facilities and services, along with construction tools and facilities, mock-ups, and similar elements.

Complete final cleaning up requirements, including touch-up painting of marred surfaces.

Touch-up and otherwise repair and restore marred exposed finishes.

Evidence of payment of Subcontractors and suppliers.

Final lien waiver.

Consent of surety to final payment.

Inspection Procedures: Upon receipt of Trade Contractor's request, Architect will either proceed with inspection or advise Trade Contractor of prerequisites not fulfilled. Following initial inspection, Architect will either prepare certificate of substantial completion, or advise Trade Contractor of work which must be performed prior to issuance of certificate; and repeat inspection when requested and assured that work has been substantially completed. Results of completed inspection will form initial "punch-list" for final acceptance.

PREREQUISITES TO FINAL ACCEPTANCE:

General: Prior to requesting Architect's final inspection for certification of final acceptance and final payment, as required by General Conditions, complete the following and list known exceptions (if any) in request:

Submit final payment request with final releases and supporting documentation not previously submitted and accepted.

Submit updated final statement, accounting for additional (final) changes to Contract Sum.

Reinspection Procedure: Upon receipt of Trade Contractor's notice that the work has been completed, including punch-list items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstances, Architect will reinspect the work. Upon completion of reinspection, Architect will either prepare certificate of final acceptance or advise Trade Contractor of work not completed or obligations not fulfilled as required for final acceptance. If necessary, procedure will be repeated.

RECORD DOCUMENT SUBMITTALS:

General: Specific requirements for record documents are indicated in individual sections of these specifications. Other requirements are indicated in General Conditions. General submittal requirements are indicated in "Submittals" sections. Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for Architect's reference during normal working hours. Scan all documents and submit pdf files.

Record Drawings: Maintain a white-print set (blue-line or black-line) of contract drawings and shop drawings in clean, undamaged condition, with mark-up of actual installations which vary substantially from the work as originally shown. Mark whichever drawing is most capable of showing "field" condition fully and accurately; however, where shop drawings are used for mark-up, record a cross-reference at corresponding location on working drawings. Mark with red erasable pencil and, where feasible, use other colors to distinguish between variations in separate categories of work. Mark-up new information which is recognized to be of importance to Owner, but was for some reason not shown on either contract drawings or shop drawings. Give particular attention to concealed work, which would be difficult to measure and record at a later date.

Note related change-order numbers where applicable. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on cover of each set.

Record Specifications: Maintain one copy of specifications, including addenda, change orders and similar modifications issued in printed form during construction, and mark-up variations (of substance) in actual work in comparison with text of specifications and modifications as issued. Give particular attention to substitutions, selection of options, and similar information on work where it is concealed or cannot otherwise be readily discerned at a later date by direct observation. Note related record drawing information and product data, where applicable. Upon completion of mark-up, submit to Architect for Owner's records.

Record Product Data: Maintain one copy of each product data submittal, and mark-up significant variations in actual work in comparison with submitted information. Include both variations in product as delivered to site, and variations from manufacturer's instructions and recommendation for installation. Give particular attention to concealed products and portions of the work which cannot otherwise be readily discerned at a later date by direct observation. Note related change orders and mark-up of record drawings and specifications. Upon completion of mark-up, submit complete set to Architect for Owner's records.

Record Sample Submittal: Immediately prior to date(s) of substantial completion, Architect (and including Owner's personnel where desired) will meet with Trade Contractor at site, and will determine which (if any) of submitted samples maintained by Trade Contractor during progress of the work are to be transmitted to Owner for record purposes. Comply with Architect's instructions for packaging, identification marking, and delivery to Owner's sample

storage space.

Miscellaneous Record Submittals: Refer to other sections of these specifications for requirements of miscellaneous recording-keeping and submittals in connection with actual performance of the work. Immediately prior to date(s) or substantial completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for continued use and reference. Submit to Architect for Owner's records.

Maintenance Manuals: Organize maintenance-and-operating manual information into suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Include emergency instructions, spare parts listing, copies of warranties, wiring diagrams, recommended "turn-around" cycles, inspection procedures, shop drawings, product data, and similar applicable information. Bind each manual of each set in a heavy-duty 2", 3-ring vinyl-covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

PART 2 - PRODUCTS (not applicable)

PART 3 - EXECUTION

CLOSEOUT PROCEDURES:

General Operating/Maintenance Instructions: Arrange for each installer of work requiring continuing maintenance or operation, to meet with Owner's personnel, at project site, to provide basic instructions needed for proper operation and maintenance of entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, energy effectiveness, and similar operations. Review maintenance and operations in relation with applicable warranties, agreements to maintain, bonds, and similar continuing commitments.

FINAL CLEANING:

General: Special cleaning for specific units of work is specified in sections of Divisions 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacturer's instructions for cleaning operations. The following are examples, but not by way of limitation, of cleaning levels required.

Remove labels which are not required as permanent labels.

Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances which are noticeable as vision-obscuring materials. Replace broken glass and damaged transparent materials.

Clean exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.

Wipe surfaces of mechanical and electrical equipment clean, including elevator equipment and similar equipment; remove excess lubrication and other substances.

Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics and similar spaces.

Clean concrete floors in non-occupied spaces broom clean.

Vacuum clean carpeted surfaces and similar soft surfaces.

Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.

Clean light fixtures and lamps so as to function with full efficiency.

Clean project site (yard and grounds), including landscape development areas, of litter and foreign substances. Sweep paved areas to a broom-clean condition; remove stains, petro-chemical spills and other foreign deposits. Rake grounds which are neither planted nor paved, to a smooth, even-textured surface.

Removal of Protection: Except as otherwise indicated or requested by Architect, remove temporary protection devices and facilities which were installed during course of the work to protect previously completed work during remainder of construction period.

Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.

Where extra materials of value remaining after completion of associated work have become Owner's property, dispose of these to Owner's best advantage as directed.

END OF SECTION 01 70 00

SECTION 02 40 00 - DEMOLITION

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The extent of demolition work is shown on drawings. Demolition includes selective removal of designated building construction, equipment, fixtures, and systems and removal and disposal of demolished materials, as shown on drawings and herein specified.

SUBMITTALS:

Submit proposed methods and operations of building demolition to Architect for review prior to start of work. Include in schedule coordination for shut-off, capping and continuation of utility services as required. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of Owner's on-site operations.

JOB CONDITIONS:

Buildings and other structures to be demolished will be vacated and discontinued in use prior to start of work.

The Owner assumes no responsibility for actual condition of elements to be demolished. Conditions existing at time of inspection for bidding purposes will be maintained by Owner in so far as practicable. However, variations within structure may occur by Owner's removal and salvage operations prior to start of demolition work.

Partial Removal: Items of salvable value to Contractor may be removed from structure as work progresses. Salvaged items must be transported from site as they are removed. Storage or sale of removed items on site will not be permitted.

Explosives: Use of explosives will not be permitted.

Traffic: Conduct demolition operations and removal of debris to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways.

Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent injury to adjacent buildings, structures, other facilities, and persons. Erect temporary covered passageways as required by authorities having jurisdiction. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.

Damages: Promptly repair damages caused to adjacent facilities by demolition operations at no cost to Owner.

Utility Services: Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations. Do not interrupt existing utilities serving

occupied or used facilities. Provide temporary services during interruptions to existing utilities.

PART 2 - EXECUTION

Not applicable.

PART 3 - EXECUTION

DEMOLITION:

Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Comply with governing regulations pertaining to environmental protection. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.

Clean adjacent structures and improvements of dust, dirt, and debris caused by demolition operations, as directed by Architect or governing authorities. Return adjacent areas to condition existing prior to the start of work.

DISPOSAL OF DEMOLISHED MATERIALS:

Remove from site debris, rubbish, and other materials resulting from demolition operations. Burning of removed materials from demolished structures will not be permitted on site. Transport materials removed from demolished structures and dispose of off site.

END OF SECTION 02 40 00

SECTION 03 00 00 - CONCRETE

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The Extent of concrete work is shown on drawings.

Work includes:

Concrete foundations, piers, footings, slabs, walks, and rigid pavement.

QUALITY ASSURANCE:

Codes and Standards: Comply with provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified:

ACI 301 "Specifications for Structural Concrete for Buildings".
ACI 318 "Building Code Requirements for Reinforced Concrete".
Concrete Reinforcing Steel Institute, "Manual of Standard Practice".

Concrete Testing Service: Contractor will employ, at Contractor's expense, a testing laboratory acceptable to Architect to design concrete mixes.

Materials and installed work may require testing and retesting, as directed by the Architect, at anytime during progress of work. Allow free access to material stockpiles and facilities. Tests, not specifically indicated to be done at Owner's expense, including retesting of rejected materials and installed work, shall be done at Contractor's expense.

SUBMITTALS:

Product Data: Submit manufacturer's data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, waterstops, joint systems, curing compounds, finish materials, and others, as requested by Architect.

Laboratory Test Results: Submit laboratory test reports for concrete materials and mix design test as specified.

PART 2 - PRODUCTS

FORM MATERIALS:

Forms for Exposed Finish Concrete: Unless otherwise indicated, construct formwork for exposed concrete surfaces with plywood, metal, metal-framed plywood faced panels, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings. Provide form material with sufficient thickness to withstand pressure of newly-placed concrete without bow or deflection.

Forms for Unexposed Finish Concrete: Form concrete surfaces which will be unexposed in finished

structure with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least 2 edges and one side for tight fit.

REINFORCING MATERIALS:

Reinforcing Bars: ANSI/ASTM A 615, grade 60, deformed.

Steel Wire: ANSI/ASTM A 82, plain, cold-drawn, steel.

Welded Wire Fabric: ANSI/ASTM A 185, welded steel wire.

Welded Deformed Steel Wire Fabric: ANSI/ASTM A 497.

Supports for Reinforcement: Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

For slabs on grade, use supports with sand plates for horizontal runners where base material will not support chair legs.

CONCRETE MATERIALS:

Portland Cement: ANSI/ASTM C 150, Type I, unless otherwise acceptable to Architect. Use one brand of cement throughout project.

Normal Weight Aggregates: ANSI/ASTM C 133, and as herein specified. Provide aggregates from a single source for exposed concrete. Local aggregate not complying with ANSI/ASTM C 33, but which have shown by special test or actual service to produce concrete of adequate strength and durability, may be used when acceptable to the Architect.

Water: Potable.

Air-Entraining Admixture: ANSI/ASTM C 260.

High-Range Water-Reducing Admixture (Super Plasticizer): Use at contractor's option, ASTM C 494, Type F or G and contain not more than 1% chloride ions.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"WRDA 19"; W.R. Grace
"Sikament"; Sika Chemical Corp.
"PSI Super"; Gifford-Hill
"LA-8"; Master Builders

Calcium chloride not permitted.

RELATED MATERIALS:

Non-Shrink Grout: CRD-C 588, factory pre-mixed grout.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

Type B, Metallic
"Kemox G"; Sika Chemical Corp.

"Embeco 153"; Master Builders

Type D, Non-metallic

"Masterflow 713"; Master Builders

"SonogROUT"; Sonneborn-Contech

Liquid Membrane-Forming curing Compound: Federal Spec TT-C-800, Type I.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"MB-429"; Master Builders

"Kure N Seal 800"; Sonneborn-Contech

Bonding Compound: Polyvinyl acetate, rewettable type.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Sonocrete"; Sonneborn-Contech

Epoxy Adhesive: 100% solids, two component material suitable for use on dry or damp surfaces.

Available Products: Subject to compliance with requirements, products which may be incorporated in the work include, but are not limited to, the following:

"Sikadur Hi-Mod"; Sika Chemical Corp.

PROPORTIONING AND DESIGN OF MIXES:

Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301.

Design mixes to provide normal weight concrete with the following properties, 3000 psi 28-day compressive strength; 480 lbs. cement per cu. yd. minimum; W/C ratio, 0.58 maximum.

Provide 4000 psi at exterior paving.

Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Architect. Laboratory test data for revised mix design and strength results must be submitted to and accepted by the Architect before using in work.

Admixtures:

Use air-entraining admixture in exterior exposed concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having air content within the following limits:

3% to 5% for maximum 2" aggregate.

3% to 7% for maximum 3/4" aggregate.

6% to 8% for maximum 1/2" aggregate.

Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.

Slump Limits: Proportion and design mixes to result in concrete slump at point of placement as follows:

Ramps and sloping surfaces: Not more than 3".

Reinforced foundation systems: Not more than 4".

Concrete containing high-range water-reducing admixture (super plasticizer): Not more than 8".

CONCRETE MIXES:

Ready-Mix Concrete: Comply with requirements of ANSI/ASTM C 94, and as herein specified.

Delete references for allowing additional water to be added to batch for material with insufficient slump. Addition of water to the batch will only be permitted by the Architect or Engineer.

During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required.

When air temperature is between 85°F and 90°F reduce mixing time and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90°F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

FORMS:

Design, erect, support, brace, and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structure. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.

Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

Construct forms to sizes, shapes, lines and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages, inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.

Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

Contraction (Control) Joints in Slabs-on-Ground: Construct joints in exterior slabs on ground to form panels of patterns as shown or, if not shown, to divide slabs into panels not exceeding 200 square feet. Saw cut joints 1" deep within 2 days of pouring.

INSTALLATION OF EMBEDDED ITEMS:

General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.

PREPARATION OF FORM SURFACES:

Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

CONCRETE PLACEMENT:

Preplacement Inspection: Before placing concrete, inspect and complete formwork installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.

Coordinate the installation of joint materials and moisture barriers with placement of forms and reinforcing steel.

General: Comply with ACI 304, and as herein specified.

Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practical to its final location to avoid segregation.

Placing Concrete in Forms: Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

Consolidate placed concrete by mechanical vibrating equipment supplemented by hand spading, rodding or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.

Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically, and at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Withdraw vibrator slowly. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcing and other embedded items without causing segregation of mix.

Placing Concrete Slabs: Deposit and consolidate concrete slabs in a continuous operation, within limits of construction joints, until the placing of a panel or section is completed.

Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.

Bring slab surfaces to correct level with straightedge and strike-off. Use bull floats and darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations. Provide finished surface at designated elevation and within 1/8" in 10'.

Maintain reinforcing in proper position during concrete placement operations.

Cold Weather Placing: Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.

When air temperature has fallen to or is expected to fall below 40°F, uniformly heat water and aggregates before mixing to obtain concrete mixture temperature of not less than 50°F, and not more than 80°F at point of placement.

Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.

Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

Hot Weather Placing: When hot weather conditions exist that would seriously impair the quality or strength of concrete, place concrete in compliance with ACI 305 and as herein specified.

Cool ingredients before mixing to maintain concrete temperature at time of placement below 90°F. Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated in total amount of mixing.

Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed ambient air temperature immediately before embedment of concrete.

Wet forms thoroughly before placing concrete.

FINISH OF FORMED SURFACES

Rough Form Finish: For formed concrete surfaces not exposed to view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.

Smooth Form Finish: For formed concrete surfaces exposed to view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, painting, carpet, thin-set tile or other similar systems. This is as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed.

Smooth Rubbed Finish: Provide smooth rubbed finish to surfaces which have received smooth form finish treatment, not later than one day after form removal. Moisten concrete surfaces and rub with carborundum brick or other abrasive until a uniform color and texture is produced. Do not apply cement grout other than that created by the rubbing process.

Grout Cleaned Finish: Provide grout cleaned finish to surfaces which have received smooth form finish treatment and smooth rubbed finish, as needed to fill voids and produce smooth, plumb concrete.

Combine one part portland cement to 1 1/2 parts fine sand by volume, and mix with water to consistency of thick paint. Use of proprietary additives may be used at Contractor's option. Blend standard portland cement and white portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.

Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours.

MONOLITHIC SLAB FINISHES:

Trowel Finish: Apply trowel finish to monolithic slab surfaces to be exposed to view, or covered

with resilient flooring, thin-set tile, paint, carpet, or other thin-film finish coating system.

After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding 1/8" in 10' when tested with a 10' straightedge. Grind smooth surface defects which would telegraph through applied floor covering system.

Non-Slip Broom Finish: Apply non-slip broom finish to exterior concrete platforms, steps, ramps, and sidewalks, and elsewhere as indicated.

Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

CONCRETE CURING AND PROTECTION:

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.

Provide curing compound as follows:

Apply specified curing and sealing compound to slabs as soon as final finishing operations are complete (within 2 hours). Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within 3 hours after initial application. Maintain continuity of coating and repair damage during curing period.

DO NOT apply curing compound to interior concrete.

REMOVAL OF FORMS:

Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50°F for 24 hours after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and providing curing and protection operations are maintained.

RE-USE OF FORMS:

Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new formwork.

When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces.

MISCELLANEOUS CONCRETE ITEMS:

Filling-in: Fill-in holes and openings left in concrete for passage of work by other trades, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or requested to complete work.

Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and steel troweling surfaces to a hard, dense finish with corners, intersections and terminations slightly rounded.

CONCRETE SURFACE REPAIRS:

Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Architect.

Cut out honeycomb, rock pockets, voids over 1/2" in any direction, and holes left by tie rods and bolts, down to solid concrete but, in no case to a depth less than 1". Make edges of cuts perpendicular to the concrete surface. Thoroughly clean, dampen with water and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.

For exposed to view surfaces, blend white portland cement and standard portland cement so that, when dry, patching mortar will match color surrounding. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off flush with surrounding surface.

Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Architect. Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets, fins and other projections on surface, and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with dry pack mortar, or precast cement cone plugs secured in place with bonding agent.

Repair concealed formed surfaces, where possible, that contain defects that affect the durability on concrete. If defects cannot be repaired, remove and replace concrete.

Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness, using a template having required slope.

Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.

Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.

Correct low areas in unformed surfaces during, or immediately after completion of surface finish operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Architect.

Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.

Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean out dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part portland cement to 2-1/2 parts fine sand aggregate passing a no. 16 sieve, using only enough water as required for handling and placing. Place dry-pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.

Use epoxy based mortar for structural repairs.

QUALITY CONTROL TESTING DURING CONSTRUCTION:

The Contractor will employ a testing laboratory, acceptable to the Architect, to perform tests and to submit test reports.

Laboratory testing is not required unless Concrete in place or, being placed, indicates that specific concrete strengths or other characteristics may not be attained.

END OF SECTION 03 00 00

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Definition: Rough carpentry includes carpentry work not specified as part of other sections and which is generally not exposed, except as otherwise indicated. Work in this section include rough carpentry for:

Blocking, Nailers, Miscellaneous Carpentry.

Finish carpentry is specified in another section within Division 6.

REFERENCES:

Lumber Standards: Comply with PS 20 and with applicable rules of the respective grading and inspecting agencies for species and products indicated.

Plywood Product Standards: Comply with PS 1 (ANSI A 199.1) or, for products not manufactured under PS 1 provisions, with applicable APA Performance Standard for type of panel indicated.

PRODUCT HANDLING:

Delivery and Storage: Keep materials dry at all times. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber and plywood, and provide air circulation within stacks.

JOB CONDITIONS:

Coordination: Fit carpentry work to other work; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds and similar supports to allow proper attachment of other work.

PART 2 - PRODUCTS

MATERIALS:

Lumber, General:

Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.

Provide dressed lumber, S4S, unless otherwise indicated.

Provide seasoned lumber with 19% maximum moisture content at time of dressing.

Framing Lumber (2" through 4" thick) Wd-Frm:

For light framing (less than 6" wide), provide "Stud" grade lumber for stud framing and #2 grade for

other light framing.

For light framing (less than 6" wide), provide the following grade and species:

#2 SPF

For structural framing (6" and wider and from 2" to 4" thick), provide the following grade and species:

#2 SYP

Plywood:

Trademark: Identify each plywood panel with appropriate APA trademark.

Concealed Performance-Rated Plywood: Where plywood panels will be used for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements indicated for grade designation, span rating, exposure durability classification, edge detail (where applicable) and thickness.

Combination Subfloor-Underlayment: APA rated sturdi-floor.

Exposure Durability Classification: Exterior.

Span Rating: 24 oc.

Edge Detail: Tongue and groove.

Thickness: as indicated on plans

Roof Sheathing: APA rated sheathing.

Exposure Durability Classification: Exterior.

Span Rating: 24/0.

WOOD TREATMENT:

Preservative Treatment: Where lumber or plywood is indicated as "Trt-Wd" or "Treated," or is specified herein to be treated, comply with applicable requirements of AWPB Standards C2 (Lumber) and C9 (Plywood) and of AWPB Standards listed below. Mark each treated item with the AWPB Quality Mark Requirements.

Pressure-treat above-ground items with water-borne preservatives complying with AWPB LP-2. After treatment, kiln-dry to a maximum moisture content of 15%. Treat indicated items and the following:

Wood cants, nailers, curbs, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

PART 3 - EXECUTION

INSTALLATION:

General:

Discard units of material with defects which might impair quality of work, and units which are too small to use in fabricating work with minimum joints or optimum joint arrangement.

Set carpentry work accurately to required levels and lines, with members plumb and true and accurately cut and fitted.

Securely attach carpentry work to substrate by anchoring and fastening as shown and as required by recognized standards. Countersink nail heads on exposed carpentry work and fill holes. Use common wire nails, except as otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; predrill as required.

Wood Grounds, Nailers, Blocking and Sleepers:

Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise shown.

Wood Framing, General:

Provide framing members of sizes and on spacings shown, and frame openings as shown. Do not splice structural members between supports.

Anchor and nail as shown, and to comply with Nailing Schedule" of International Building Code.

Installation of Plywood:

General: Comply with applicable recommendations contained in Form No. E 304, "APA Design/Construction Guide - Residential & Commercial," for types of plywood products and applications indicated.

END OF SECTION 06 10 00

SECTION 06 20 00 - FINISH CARPENTRY

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

Definition: Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections. Types of finish carpentry work in this section include, but are not limited to:

Installation of interior doors, frames, and hardware.

Installation of toilet partitions and accessories.

PART 2 - PRODUCTS

- NONE-

PART 3 - EXECUTION

Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level countertops; and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.

Anchor finish carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind fastening as required for a complete installation.

ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.

END OF SECTION 06 20 00

SECTION 08 11 13 - PREFINISHED STEEL DOOR FRAMES

PART 1 - GENERAL

SUMMARY

Section Includes: Prefinished Steel Door Frames for interior and exterior doors, including sidelites, borrowed lites, and transom assemblies.

Related Sections:

08 15 13 HPDL Wood Doors

REFERENCES

ASTM A366 Standard Specification for Commercial Steel (CS) Sheet, Carbon (0.15 Maximum Percent) Cold-Rolled.

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

ASTM B117 Standard Practice for Operating Salt Spray (Fog) Apparatus.

ASTM D1735 Standard Practice for Testing Water Resistance of Coatings Using Water Fog Apparatus.

ASTM D3363 Standard Test Method for Film Hardness by Pencil Test.

ANSI 115.1 Specifications for Steel Door and Frame Preparation for Hardware.

NFPA 80 Fire Doors and Windows.

UL 10B Fire Tests of Door Assemblies.

PERFORMANCE REQUIREMENTS

Passes positive pressure test in accordance with UL 10C.

SUBMITTALS

Product Data: Submit product data, including manufacturer's SPEC-DATA product sheet, for specified products. Include details of design and construction and printed instructions covering installation.

Shop Drawings: Submit shop drawings showing layout, profiles and product components, including anchorage, accessories, finish colors and textures. Indicate installation requirements of finish hardware and reinforcements.

Samples: Submit the following for selection and verification of finishes, colors and textures.

Samples of factory stocked colors of prefinished components.

Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties.

Submit the warranty documents specified.

QUALITY ASSURANCE

Personnel: Assembly and installation shall be performed by qualified personnel who have successfully completed manufacturer's prefinished steel door frame installation course online.

Fire-rated steel frames shall be of types tested and approved by Intertek Testing Services, Warnock Hersey and shall bear labels of same.

Three-sided frames shall receive a permanent embossed 90 minute label. Sidelite and borrowed lite frames shall receive a Mylar Warnock Hersey label when specified.

DELIVERY, STORAGE & HANDLING

Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

Factory package components in protective cartons to prevent damage during shipping.

Store materials protected from exposure to harmful weather and at temperature conditions recommended by manufacturer.

Store material on wooden skids under cover in a protected area and keep vented to avoid condensation until ready for installation.

PROJECT CONDITIONS

Verify actual measurements/openings by field measurements before fabrication. Show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress schedule to avoid construction delays.

WARRANTY

Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under the Contract Documents.

Warranty Period: 1 year.

PART 2 - PRODUCTS

PREFINISHED STEEL DOOR FRAMES

Acceptable manufacturers include, but are not limited to:

Timely Door Frames

Refer to drawings, door schedule and details for required types and sizes of frames.

MATERIALS

Header and Jamb Members: Form interior door frames of ASTM A366 commercial quality cold rolled steel. Form exterior door frames of galvanized steel (A40) per ASTM A653. Provide frames in the

following gages:

18 gage.

Casings: 22 gage cold rolled steel to ASTM A366.

Hinge Reinforcements: 14 gage hot dipped galvanized (G60) steel to ASTM A653 (10 gage equivalent number of threads, SDI-107).

Strikes and Deadbolt Covers and Dust Box: 18 gage commercial quality cold rolled steel to ASTM A366.

Door Closer Reinforcement: Steel or aluminum in accordance with manufacturer's standard.

Standard Arm Mounting: Aluminum extrusion 6063-T5 alloy in accordance with manufacturer's standard.

Door Guard: Aluminum extrusion 6063-T5 alloy in accordance with manufacturer's standard.

Parallel Arm Mounting: 16 gage galvanized (A40) steel per ASTM A653.

Casing Corner Alignment Clips: Prepainted 22 gage ASTM A366 commercial quality cold rolled steel.

Felt Silencers, Weatherstripping and Smoke Gasketing (Standard Profile): In accordance with manufacturer's standard.

Interior Frames: Install felt silencers on the header and strike jamb. Single door opening, 1 per header, 2 per strike jamb. Pair door opening, 2 per header.

Exterior and Fire-Rated Frames: Weatherstripping and smoke gasket material to seal opening. Material must compress to 1/16 inch (2 mm). Ultra WS176, Pemko S88 and Pemko S44 are acceptable.

Removable Glazing Bead for Sidelite and Borrowed Lite Frames:

18 gage galvanized (A60) steel to ASTM A653, 3/4 inch × 5/8 inch (19.1 × 15.9 mm).

Prepunched for #6 × 1 1/4 inch (32 mm) bugle-head self-tapping screws.

Fasteners: In accordance with manufacturer's standards, to comply with labeling agency for fire-rated frames.

Fastener shall be a minimum of 1/2 inch (12.7 mm) longer than combined thickness of drywall.

Fastener: 1 1/4 inch (32 mm) minimum Type "S" bugle-head self-tapping screws.

Fastener: 1 1/4 inch (32 mm) minimum drywall screws (coarse thread).

Paint: Frame manufacturer's standard baked-on synthetic enamel, applied over a cleaned and phosphate coated surface.

Application shall be by Electrostatic method. 2. Finish paint dry film thickness on doors panels shall be approximately 1 mil (0.03 mm) for finished paint.

Factory finish paint shall pass 200 hour salt spray test in accordance with ASTM B117 and 700 hour humidity test in accordance with ASTM D1735 with no blistering.

Paint hardness shall meet calibrated pencil lead test to ASTM D3363.

MANUFACTURED UNITS

Frames shall be prefinished type designed for installation at rough wall openings over prefinished walls.

Provide steel frames to receive metal casings to conceal fasteners.

Provide accessories and fasteners necessary for field assembly and installation in accordance with frame manufacturer's standards.

Prepare for and provide reinforcements in accordance with manufacturer's standards as required to receive finished hardware.

Door Frames:

Construct jamb member to interlock and align with header members to form a strong joint.

Provide die cut mitered metal casings held tight together and in alignment with concealed corner backing pieces. Casings shall conceal all frame fasteners. Provide concealed clips to receive snap-on casings.

Sidelite and Borrowed Lite Frames:

Construct same as specified for door frames. Where required, provide concealed field applied mullion clips for securing mullions to head/jamb members.

Form fixed glazing stops integral with frame members. Provide removable metal stops with prepunched screw holes complete with installation screws.

Hardware Preparations: In accordance with an approved Hardware Schedule, ANSI A115 and manufacturers recommendations:

Mortise frames for hinges and strikes.

Drill and tap or reinforce frames for mortised or surface mounted hardware.

FINISHES

Frames, Sidelite and Borrowed Lites Finish:

Standard Color as selected by Architect.

SOURCE QUALITY CONTROL

Obtain steel door frame products from a single manufacturer.

END OF SECTION 08 11 31

SECTION 08 15 13 - HIGH PRESSURE DECORATIVE LAMINATE FACED DOORS

PART 1- GENERAL

SECTION INCLUDES

Interior High-Pressure Decorative Laminate Faced Doors:
Flush solid-core high-pressure decorative laminate doors.

RELATED SECTIONS

Section 08111 – Prefinished Steel Door Frames.

REFERENCES

ANSI A208.1 – Particleboard.

ASTM E 90 – Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

ASTM E 413 – Classification for Rating Sound Insulation.

AWI Section 1300 – Architectural Flush Doors.

NEMA LD3 – High Pressure Decorative Laminates.

UBC 7-2-1997/UL 10C – Positive Pressure Fire Tests of Door Assemblies.

WDMA I.S.1-A – Architectural Wood Flush Doors.

SUBMITTALS

Comply with Section 01300 – Submittal Procedures.

Product Data: Submit manufacturer's product data, including door construction description and WDMA I.S.1-A and AWI classifications.

Schedules: Submit manufacturer's schedules, including door dimensions, cutouts, high-pressure decorative laminate selection, and hardware. Reference individual door numbers as indicated on the Drawings.

Samples: Submit manufacturer's sample chip with color and finish number.

Cleaning Instructions: Submit manufacturer's cleaning instructions for doors.

Warranty: Submit manufacturer's standard warranty.

QUALITY ASSURANCE

Tolerances for Warp, Telegraphing, Squareness, and Prefitting Dimensions: WDMA I.S.1-A and AWI Section 1300.

Identifying Label: Each door shall bear identifying label indicating:
Door manufacturer.

Order number.
Door number.
Fire rating, where applicable.

Fire-Rated Doors: Labeled by Intertek/Warnock Hersey.
Construction Details and Hardware Application: Approved by labeling agency.

DELIVERY, STORAGE AND HANDLING

Deliver doors to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer. Package doors individually in polybags.

Store doors in accordance with manufacturer's instructions. Store doors in clean, dry area indoors, protected from damage and direct sunlight. Store doors flat on level surface. Do not store doors directly on concrete.

Keep doors completely covered. Use covering which allows air circulation and does not permit light to penetrate. Store doors between 50 and 90 degrees F (10 and 32 degrees C) and 25 to 55 percent relative humidity.

Handle doors in accordance with manufacturer's instructions. Protect doors and finish during handling and installation to prevent damage. Handle doors with clean hands or clean gloves. Lift and carry doors. Do not drag doors across other doors or surfaces.

ENVIRONMENTAL REQUIREMENTS

Do not subject doors to extreme conditions or changes in temperature or relative humidity in accordance with WDMA I.S.1-A.

WARRANTY

Warrant solid core, interior doors for life of installation against warpage, delamination, and defects in materials and workmanship.

Defects noted during warranty period shall be corrected at no cost to Owner. Corrective work shall include labor and material for repair, replacement, refinishing, and rehung as required.

PART 2 - PRODUCTS

MANUFACTURER

Acceptable manufacturers include, but are not limited to:

VT Industries, Inc., 1000 Industrial Park, PO Box 490, Holstein, Iowa 51025.

GENERAL

High-Pressure Decorative Laminates: NEMA LD3.
Face laminate doors with high-pressure decorative laminates.
Nominal Minimum Thickness for Faces and Vertical Edges: 0.028 inch.
Laminate Selection: Nevamar "Telltale Walnut", hi-luster, WW-000IN.
Finish: Manufacturer's standard.
Grade: General purpose, vertical grade.

FLUSH SOLID-CORE HIGH-PRESSURE DECORATIVE LAMINATE DOORS

Flush Solid-Core High-Pressure Decorative Laminate Doors:

Model: 404-3, particleboard core, non-rated (5-ply)

Compliance: WDMA I.S.1-A.

Quality Grade: Premium.

Type: PC-HPDL-5.

Non-Bonded Core Construction: Not acceptable.

Door Thickness: 1-3/4 inches.

Stiles:

1-3/8 inches wide, before prefitting.

Structural composite lumber (SCL).

Edged with high-pressure decorative laminate before face laminates.

Rails:

Structural composite lumber (SCL).

Minimum Width Before Prefitting: 1-3/8 inches.

Core:

Material: Particleboard or Structural composite lumber at fabricator's option.

Particleboard Compliance: ANSI A208.1, Grade 1-LD-2.

Door Assembly:

Glue stiles and rails to core.

Sand entire assembly flat as a unit to ensure minimal telegraphing of core composite crossbands components through face laminates.

Laminates:

Apply to core in hot press using Type I, exterior, water-resistant adhesive.

5-ply construction.

FLUSH FIRE-RATED HIGH-PRESSURE DECORATIVE LAMINATE DOORS

Flush Fire-Rated High-Pressure Decorative Laminate Doors:

Model: 1111-3, 90-minute rated.

Compliance: WDMA I.S.1-A.

Quality Grade: Premium.

Type: FD-HPDL-5.

Door Thickness: 1-3/4 inches.

Stiles:

Noncombustible material, 90-minute rated.

Warranted for use with standard-weight mortise butt hinges and No. 12, 1-1/4-inch steel threaded-to-head screws.

Rails:

Noncombustible material, 60- and 90-minute rated.

Width: Manufacturer's standard width.

Core:

Non-combustible mineral board.

Weight: 30.8 pcf to 34.7 pcf.

Does not contain asbestos or added urea formaldehyde.

Composite Crossbands:

Apply to core before application of high-pressure decorative laminate edges.

Exposed Crossbanding: Not allowed along stile edges.

Positive Pressure:

Where UBC 7-2-1997/UL 10C standards for positive pressure apply, doors shall be constructed in accordance with Category A guidelines as published by Intertek/Warnock Hersey.

Smoke Gasketing: Apply smoke gasketing around frame perimeter to meet S-rating.

I Intertek/Warnock Hersey Category B Guidelines: Edge sealing systems not allowed on

frames.

FABRICATION

Stile Edges: Apply laminate edges before application of face laminates.

Prefit Doors:

Prefit and bevel doors at factory to fit openings.

Prefit Tolerances: WDMA I.S.1-A.

Factory-machine doors for mortised hardware, including pilot holes for hinge screws and lock fronts.

Top and Bottom Rails: Factory sealed with wood sealer.

PART 3 - EXECUTION

EXAMINATION

Examine locations to receive doors. Notify Architect of conditions that would adversely affect installation or subsequent use. Do not begin installation until unacceptable conditions are corrected.

Ensure frames are solidly anchored, allowing no deflection when doors are installed.

Ensure frames are plumb, level, square, and within tolerance.

PREPARATION

Allow doors to become acclimated to building temperature and relative humidity for a minimum of 24 hours before installation.

INSTALLATION

Install doors in accordance with manufacturer's instructions. Install doors at locations indicated on the Drawings. Install doors plumb, level, square, true to line, without warp or rack. Seal exposed surfaces with a minimum of 2 coats of polyurethane within 4 days of fitting each door.

ADJUSTING

Adjust doors to swing freely, without binding in frame. Adjust hardware to operate properly.

Repair minor damages to finish in accordance with manufacturer's instructions and as approved by Architect.

Remove and replace damaged doors that cannot be successfully repaired, as determined by Architect.

CLEANING

Clean doors promptly after installation in accordance with manufacturer's instructions.

Do not use harsh cleaning materials or methods that could damage finish.

PROTECTION

Protect installed doors from damage during construction.

Place polybags over doors after adjusting and cleaning.

END OF SECTION 08 15 13

SECTION 09 29 00 - GYPSUM BOARD

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 1. Acoustical insulation.
 2. Gypsum board.

1.2 REFERENCES

- A. ASTM International (ASTM):
 1. C1002 - Standard Specification for Steel Drill Screws for the Application of Gypsum Board.
 2. C1047 - Standard Specifications for Accessories for Gypsum Wallboard and Gypsum Veneer Base.
 3. C1178 - Standard Specification for Glass Mat Water-Resistant Gypsum Backing Panel.
 4. C1396 - Standard Specification for Gypsum Board.

1.3 SUBMITTALS

- A. Submittals for Review:
 1. Product Data: panel product types, thicknesses; acoustical insulation; and accessories.

1.4 PROJECT CONDITIONS

- A. Do not install gypsum board until building is substantially weathertight.
- B. Maintain temperature in spaces in which work is being performed above 50 degrees F during and after installation.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturers include, but are not limited to:
 1. CertainTeed Gypsum, Inc. (www.certainteed.com)
 2. GP Gypsum Corporation. (www.gp.com)
 3. National Gypsum Co. (www.nationalgypsum.com)
 4. Temple-Inland. (www.templeinland.com)
 5. United States Gypsum Co. (www.usg.com)

2.2 MATERIALS - GYPSUM PANELS

- A. Regular Gypsum Board: ASTM C1396; 48 inches wide x 1/2 inch thick, maximum practical length, tapered edge.
- B. Water Resistant Gypsum Board: ASTM C1396; 48 inches wide x 1/2 thick, maximum practical length, water resistant; apply to non-tiled walls containing plumbing.

2.3 ACCESSORIES

- A. Fasteners: ASTM C1002, Type S screws.
- B. Acoustical Insulation:

1. ASTM C665, Type I, glass fiber composition, unfaced.
- C. Trim Accessories: ASTM C1047.
1. Material: Formed steel, minimum 26 gage core steel, hot dip galvanized finish, expanded flanges.
 2. Corner reinforcement: GA-216, Type CB-100 x 100.
 3. Casing: GA-216, Type LC.
 4. Control joint.

PART 3 EXECUTION

3.1 INSTALLATION OF GYPSUM PANELS

- A. Install panels and accessories in accordance with ASTM C754, GA-216, and manufacturer's instructions.
- B. Accurately cut panels to fit around openings and projections. Do not tear face paper or break gypsum core.
- C. Apply panels in most economical manner, with ends and edges occurring over supports.
- D. Stagger joints on opposite sides of partitions.
- E. Do not locate joints to align with edges of openings unless a control joint is installed.
- F. Mechanically fasten panels to framing. Place fasteners minimum 3/8 inch from edges of panels; drive heads slightly below surface. Stagger fasteners at abutting edges.
- G. Treat cut edges and holes in moisture resistant gypsum board with joint sealer.

3.2 INSTALLATION OF ACOUSTICAL INSULATION ABOVE CEILINGS

- A. Install acoustical insulation in continuous layer. Butt tightly to adjacent insulation and to other construction.
- B. Carry over pipes, wiring, boxes, and other construction without voids.

3.3 INSTALLATION OF ACCESSORIES

- A. Install in accordance with manufacturer's instructions.
- B. Install corner reinforcement at outside corners. Use single lengths where length of corner does not exceed standard length.
- C. Install casings where indicated and where gypsum board abuts dissimilar materials or stops with edge exposed.
- D. Install control joints at walls and partitions:
 1. At changes in backup material.
 2. Above both jambs of openings in partitions.

END OF SECTION

SECTION 09 68 13 - ENTRANCE FLOORING

PART 1 – GENERAL

1.01 SUMMARY

Section includes: Entrance floor mats and frames, including fibered modular tile entrance systems

Related requirements: Drawings and General Provisions of the Contract (including General and Supplementary Conditions and Division 1 References Section)

1.02 REFERENCE STANDARDS

1. ASTM International,
 - a. D 2859 Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials
 - b. E 662 Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials
2. International Standards Organization (ISO)
 - a. ISO 105 B02 Colour fastness to artificial light: Xenon arc fading lamp test
 - b. ISO 105 E01 Colour fastness to water
 - c. ISO 105 x12 Colour fastness to rubbing
3. Other referenced documents
 - a. Consumer Products Safety Commission (CPSC) FF 1-70: Pill Test
 - b. Department of Commerce (DOC) FF 1-70: Pill Test

1.02 ACTION SUBMITTALS

1. Product Data: For specified products, submit latest edition of product supplier's technical specifications data (available from www.matsinc.com).
2. Samples: Submit selection and verification samples showing the required finishes, colors, designs, and textures for flooring, as well as samples of adhesives and applicable accessories such as nosing, frames, etc.

1.03 CLOSEOUT SUBMITTALS

1. Warranty documentation: For specified products and accessories, submit product supplier's warranty documents (available from www.matsinc.com).

1.04 QUALITY ASSURANCE

1. Installer: Installer shall be highly experienced in performing work of this section, having previously done fiber modular tile installation work similar to that required for this project.

1.05 DELIVERY, STORAGE, AND HANDLING

1. Delivery and Acceptance Requirements: Comply with the product supplier's ordering and lead time requirements to avoid construction delays, and to allow material to acclimatize as required in the specified

product's installation instructions. Accept delivery of materials only if they are in unopened, undamaged packaging that bears the name and brand of the manufacturer/product supplier, project identification, and shipping and handling instructions.

2. Storage and Handling Requirements: Store material -- including any adhesive and accessories -- in the original packaging (as delivered) in areas that are enclosed and weather tight with the permanent HVAC system set at a temperature of between 65°F and 80°F for a minimum of 48 hours prior to commencement of installation. In addition, comply with storage and handling requirements listed on product packaging, and described in the latest edition of the product's installation instructions (available from www.matsinc.com).

1.06 AMBIENT SITE CONDITIONS

The permanent HVAC system shall be operational and set at a temperature of between 65°F and 80°F for a minimum of 48 hours prior to commencement of installation, during the time of installation, and for 48 hours after installation has been completed. Thereafter, minimum temperature shall be 55°F.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

Supplier: Mats Inc., 37 Shuman Avenue, Stoughton, MA 02072; telephone: 1.800.MATS.INC (1.800.628.7462); fax: 1.781.344.1537; email: info@matsinc.com; website: www.matsinc.com.

Product: Supreme Nop Tile

Construction: 100% solution-dyed polypropylene fiber with bitumen backing

Tile size: 19 11/16" x 19 11/16" square

Thickness: 7/16"

Weight: 132.4 ounces/square yard

Colors: Charcoal

2.02 ACCESSORY PRODUCTS

Ramp-Flex PVC transition: specify as recommended by Mats Inc.

PART 3 – EXECUTION

3.01 EXAMINATION

Verification of Conditions: Subfloors shall be clean and dry. Inspect all substrates and subfloors for proper tolerances, and report any discrepancies to the general contractor in writing.

Preinstallation Measurements: Verify actual measurement by field measuring before any onsite cutting, if applicable. To avoid construction delays, coordinate field measurements based upon construction progress.

Evaluation and Assessment: See the state requirements for the project location.

3.02 SURFACE PREPARATION

Follow guidelines laid out in Division 01, Section 01 71 00 – Examination and Preparation.

Concrete subfloors: Where concrete subfloors are present, all work required to put the concrete subfloor in acceptable condition shall be the responsibility of the general contractor. See the state requirements for the project location.

3.03 INSTALLATION

Follow Division 01 relevant guidelines, and the latest edition of the manufacturer's installation instructions (available from www.matsinc.com). Lay tile from center marks established with principal walls or general entrance area, discounting minor offsets, so that the tiles at opposite edges of flooring area are of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Begin in center and install the corner of the first tile with the cross of the caulk center line. Quarter-turn tiles using directional arrows as marked on the underside of the tile. When done properly, directional arrows printed on the back of each tile should point in two directions only. Do not quarter-turn haphazardly, as the resulting pattern may not exactly match, and this is noticeable, particularly in larger areas. Coordinate installation with adjacent work to ensure proper clearances and to prevent tripping hazards.

Interface with Other Work: Contact Mats Inc. for suitable transition material, which will vary by application (e.g. recessed, wall-to-wall, etc.).

Sizes: Where not indicated otherwise, provide single unit for each mat installation, but do not exceed manufacturer's maximum size recommendation for units intended for removal and cleaning. Where possible, verify sizes by field measurement before shop fabrication.

3.04 CLEANING

General: Clean up job site, including sweeping or dust mopping the floor to remove all dirt or grit, and put all waste in general contractor's dumpster. Follow overall cleaning guidelines described in Division 01.

Initial Maintenance: Conduct a full initial maintenance following the latest edition of the manufacturer's maintenance instructions (available from www.matsinc.com). Instruct owner's cleaning staff in proper maintenance procedures.

3.05 CLOSEOUT ACTIVITIES

Follow state requirements and Division 01 Section 01 76 00 – Protecting Installed Construction and Section 01 78 00 – Closeout Submittals requirements for these activities.

END OF SECTION 09 68 13

SECTION 09 90 00 - TAPE, BED, TEXTURE, PAINTING

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

NOMENCLATURE: Types of paint are indicated in schedules referring to PART 4 of this specification. Examples of system type codes are:

XC1a X=exterior, C=Substrate, 1=paint system (alkyd), a=finish (gloss)

IE2b I=interior, E= Substrate, 2=paint system (alkyd), b= finish (semi-gloss)

Paint Schedule references Sherwin-Williams products to establish procedures and quality. Materials, complying with specifications, from other manufacturers, is acceptable.

DESCRIPTION OF WORK:

Extent of painting work is shown on drawings and schedules, and as herein specified.

Touch-up of shop coat of new structural steel is work of the metal building system erector.

Sealant and backer rod at exterior control joints are work of this section. (Replace existing joints)

The work includes painting and finishing of interior and exterior exposed items and surfaces throughout project, except as otherwise indicated and includes, but is not limited to, exterior metal copings, lintels, and flashing, interior walls and gypsum ceilings.

Surface preparation, priming and coats of paint specified are in addition to shop-priming and surface treatment specified under other sections of work.

The work includes tape, bed and texture of gypsum drywall.

"Paint" as used herein means all coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.

Paint exposed surfaces whether or not colors are designated in "schedules", except where natural finish of material is specifically noted as a surface not to be painted. Where items or surfaces are not specifically mentioned, paint same as adjacent similar materials or areas. If color or finish is not designated, Architect will select these from standard colors available for materials systems specified.

Following categories of work are not included as part of field-applied finish work, or are included in other sections of these specifications.

Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, miscellaneous metal, hollow metal work, and similar items. Also, for fabricated components such as architectural woodwork, wood casework, and shop-fabricated or factory-built mechanical and electrical equipment or accessories.

Concealed Surfaces: Unless otherwise indicated, painting is not required on surfaces such as walls or ceilings in concealed areas and generally inaccessible areas, foundation spaces, furred areas,

utility tunnels, pipe spaces, duct shafts and elevator shafts.

Finished Metal Surfaces: Metal surfaces of anodized aluminum, stainless steel, chromium plate, copper, bronze and similar finished materials will not require finish painting. Exterior metal building components including gutters, downspouts, and trim will not require finish painting.

Operating Parts and Labels: Moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sinkages, sensing devices, motor and fan shafts will not require finish painting, unless otherwise indicated.

Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

REFERENCES:

SSPC-SP 1 - Solvent Cleaning
SSPC-SP 2 - Hand Tool Cleaning
SSPC-SP 3 - Power Tool Cleaning
SSPC-SP 13 / NACE No. 6 Surface Preparation for Concrete
EPA-Method 24
OTC-Regulation No. 41

SUBMITTALS:

Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use. Information shall include product characteristics, surface preparation instructions and recommendations, primer requirements and finish specification, storage and handling requirements and recommendations, application methods, and cautions.

Selection Samples: Submit 2 complete sets of color chips that represent the full range of manufacture's color samples available.

Mock-up: provide mock up of interior gypsum board finish and exterior CMU finish. Complete an area, designated by the C.M. of approximately 100 square feet. Finish surfaces for verification of products, colors, & sheens. Do not proceed with remaining work until the Architect approves the mock-up samples.

DELIVERY AND STORAGE:

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name, label, and the following information:

1. Product name, type (description)
2. Application & use instructions
3. Surface preparation
4. VOC content
5. Environmental issues
6. Batch date
7. Color name and number

Storage: Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction. Store materials in an area that is within the acceptable temperature range, per manufacturer's instructions. Protect from freezing.

Handling: Maintain a clean, dry storage area, to prevent contamination or damage to the coatings.

JOB CONDITIONS:

Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50°F (10°C) and 90°F (32°C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45°F (7°C) and 95°F (35°C), unless otherwise permitted by paint manufacturer's printed instructions.

Do not apply paint in snow, rain, fog or mist; or when relative humidity exceeds 85%; or to damp or wet surfaces; unless otherwise permitted by paint manufacturer's printed instructions.

Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PART 2 - PRODUCTS

COLORS AND FINISHES:

Prior to beginning work, Architect will furnish color chips for surfaces to be painted.

Final acceptance of colors will be from surfaces applied on the job.

Color Pigments: Pure, non-fading, applicable types to suit substrates and service indicated.

Paint Coordination: Provide finish coats which are compatible with prime paints used. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates. Upon request from other trades, furnish information on characteristics of finish materials proposed for use, to ensure compatible prime coats are used. Provide barrier coats over incompatible primers or remove and reprime as required. Notify Architect in writing of any anticipated problems using specified coating systems with substrates primed by others.

MATERIAL QUALITY:

Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturers.

Proprietary names indicated reference products of the Sherwin-Williams Company.

Provide undercoat paint produced by same manufacturer as finish coats.

MATERIALS - GENERAL REQUIREMENTS:

Paints and Coatings - General:

1. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
2. 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.

Primers: Where the manufacturer offers options on primers for a particular substrate, use primer

categorized as "best" by the manufacturer.

Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required per manufacturer's specifications.

PART 3 - EXECUTION

INSPECTION:

Applicator must examine areas and conditions under which painting work is to be applied and notify Trade Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

Starting of painting work will be construed as Applicator's acceptance of surfaces and conditions within any particular area.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

SURFACE PREPARATION:

General: Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition.

Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

Remove mildew before painting by washing with a solution of 1 part liquid household bleach and 3 parts of warm water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with clean water and allow the surface to dry 48 hours before painting. Wear protective glasses or goggles, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless products are designed specifically for these conditions. On large expanses of metal siding, the air, surface and material temperatures must be 50°F or higher to use low temperature products.

Aluminum: remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

Block (Cinder and Concrete): remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 30 days at 75°F. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound.

Concrete, SSPC-SP13 or NACE 6: this standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls, and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a sound, uniform substrate suitable for the application of protective coating or lining systems.

Cement Composition Siding/Panels: remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon.

Copper and Stainless Steel: remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP 2, Hand Tool Cleaning.

Drywall: must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

Exterior Composition Board (Hardboard): some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.

Galvanized Metal: clean per SSPC-SP1 using detergent and water or a degreasing cleaner to remove greases and oils. Apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP7 is necessary to remove these treatments.

Steel: Structural, Plate, etc.: Should be cleaned by one or more of the ten surface preparations described below. These methods were originally established by the Steel Structures Painting Council in 1952, and are used throughout the world for describing methods for cleaning structural steel. Visual standards are available through the Steel Structures Painting Council; ask for SSPC-VIS 1-89. A brief description of these standards together with numbers by which they can be specified follow.

1. Solvent Cleaning, SSPC-SP1. Remove all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale.
2. Hand Tool Cleaning, SSPC-SP2. Remove all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
3. Power Tool Cleaning, SSPC-SP3. Remove all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1.
4. White Metal Blast Cleaning, SSPC-SP5 or NACE 1. A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
5. Commercial Blast Cleaning, SSPC-SP6 or NACE 3. A Commercial Blast Cleaned surface,

- when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
6. Brush-Off Blast Cleaning, SSPC-SP7 or NACE 4. A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods.
 7. Power Tool Cleaning to Bare Metal, SSPC-SP11. Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP1, Solvent Cleaning, or other agreed upon methods.
 8. Near-White Blast Cleaning, SSPC-SP10 or NACE 2. A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP1 or other agreed upon methods.
 9. High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials SSPC-SP12 or NACE 5. This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only without the addition of solid particles in the stream.
 10. Water Blasting, NACE Standard RP-01-72. Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

Stucco: Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9, unless the products to be used are designed to be used in high pH environments such as Loxon.

Vinyl, Architectural Plastics, and Fiberglass: Clean thoroughly by scrubbing with a warm, soapy water solution. Rinse thoroughly. Do not paint vinyl siding with any color darker than the original color. Painting with darker colors may cause siding to warp.

Plaster: Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and pitch streaks and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper

smooth when dried.

Prime, stain, or seal wood required to be job-painted immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets, counters, cases, paneling.

When transparent finish is required, use spar varnish for backpriming.

Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

MATERIALS PREPARATION:

Mix and prepare painting materials in accordance with manufacturer's directions.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION:

General: Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.

Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance. Give special attention to insure that surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.

Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Paint surfaces behind permanently-fixed equipment or furniture with prime coat only before final installation of equipment.

Paint interior surfaces of ducts, where visible through registers or grilles, with a flat, non-specular black paint.

Paint back sides of access panels, and removable or hinged covers to match exposed surfaces.

Finish exterior doors on tops, bottoms and side edges same as exterior faces, unless otherwise indicated.

Sand lightly between each succeeding enamel or varnish coat.

Omit first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise indicated.

Do not apply to wet or damp surfaces.

Wait at least 30 days before applying to new concrete or masonry. Or follow manufacturer's procedures to apply appropriate coatings prior to 30 days. Test new concrete for moisture content.

Wait until wood is fully dry after rain, fog, or dew.

Uniformly apply coatings without runs, drips, or sags, without brush marks, and with consistent

sheen.

Apply coatings at spreading rate required to achieve the manufacturer's recommended dry film thickness.

Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

Scheduling Painting: Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.

Allow sufficient time between successive coatings to permit proper drying. Do not Recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

Minimum Coating Thickness: Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Prime Coats: Apply prime coat of material which is required to be painted or finished, and which has not been coated by others.

Recoat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.

Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

FIELD QUALITY CONTROL:

The right is reserved by Owner to invoke the following material testing procedure at any time, and any number of times during period of field painting:

Engage services of an independent testing laboratory to sample paint being used. Samples of materials delivered to project site will be taken, identified and sealed, and certified in presence of Trade Contractor.

Testing laboratory will perform appropriate tests for any or all of following characteristics: Abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance and quantitative materials analysis.

If test results show that material being used does not comply with specified requirements, Trade Contractor may be directed to stop painting work, and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified plant, the two coatings are non-compatible.

CLEAN-UP AND PROTECTION:

Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day.

Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting or finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At the completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

PART 4 - COATING SCHEDULE

4.1 EXTERIOR COATINGS

- D. METAL - (Aluminum)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)
- E. METAL - (Galvanized)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)
- F. METAL (Misc. Iron, Ornamental Iron, Catwalks, Fire Escapes, Hydrants, Handrails, Ladders, Fences)
 - 1. Alkyd Systems
 - a. Gloss Finish

1st Coat: S-W All Surface Enamel Primer, A11W210 (4 mils wet, 2.4 mils dry)

2nd Coat: S-W All Surface Enamel, A11 Series

3rd Coat: S-W All Surface Enamel, A11 Series (4 mils wet, 1.6 mils dry per coat)
- G. METAL - (Shop-Primed Metal Siding/Panels, etc.)
 - 1. Latex Systems (test for adhesion and compatibility)
 - b. Gloss Finish

1st Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)
- I. METAL - (Copper, Brass, Tin)(non-roof)
 - 1. Latex Systems
 - b. Gloss

1st Coat: S-W DTM Wash Primer, B71Y1 (3.4 mils wet, 0.7 mils dry)

2nd Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)
- P. ARCHITECTURAL FIBERGLASS (test for adhesion)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W All Surface Enamel Latex Primer, A41W210 (10 mils wet, 5 mils dry)

2nd Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)
- Q. ARCHITECTURAL PLASTIC (due to the variety of plastics, check for compatibility)

4.2 INTERIOR COATINGS

- C. MASONRY - (CMU - Concrete, Split Face, Scored, Smooth, High Density, Low Density, Fluted)
 - 1. Latex Systems
 - d. Eg-Shel / Satin Finish

1st Coat: S-W Loxon® Block Surfer, A24W200 (50-100 sq ft/gal)

2nd Coat: S-W Duration® Home Latex Satin, B97-100 Series

3rd Coat: S-W Duration® Home Latex Satin, B97-100 Series (4 mils wet, 1.5 mils dry per coat)
- E. METAL - (Aluminum)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series

2nd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series (4 mils wet, 1.3 mils dry per coat)
- F. METAL - (Galvanized)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W All Surface Enamel Latex Primer, A41W210 (4 mils wet, 1.6 mils dry)

2nd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series

3rd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series (4 mils wet, 1.3 mils dry per coat)
- G. METAL - (Structural Steel Columns, Joists, Trusses, Beams, Miscellaneous & Ornamental Iron, Structural Iron, Ferrous Metal)
 - 1. Latex Systems
 - b. Gloss Finish

1st Coat: S-W All Surface Enamel Latex Primer, A41W210 (4 mils wet, 1.6 mils dry)

2nd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series

3rd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series (4 mils wet, 1.3 mils dry per coat)
- H. METAL - (Ceilings - Structural Steel, Joists, Trusses, Beams)
 - 1. Dryfall Alkyd Topcoats
 - a. Gloss Finish

1st Coat: S-W Kem Bond® HS Universal Metal Primer, B50NZ3, B50WZ4 (8 mils wet, 5 mils dry)

2nd Coat: S-W Super Save-Lite® Dryfall Gloss VOC Complying, B47WZ65

1. Latex Systems

b. Gloss Finish

1st Coat: S-W All Surface Enamel Latex Primer, A41W210 (10 mils wet, 5 mils dry)
2nd Coat: S-W Duration® Exterior Latex Acrylic Gloss Coating, K34 Series (7 mils wet, 2.8 mils dry per coat)

(6 mils wet, 3 mils dry)

I. METAL - (Copper, Brass, Tin, Anodized Aluminum, Zinc)(non-roof)

1. Latex Systems (apply test patch to check for compatibility & adhesion)

b. Gloss Finish

1st Coat: S-W DTM Wash Primer, B71Y1 (3.4 mils wet, 0.7 mils dry)
2nd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series
3rd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series (4 mils wet, 1.3 mils dry per coat)

J. WOOD (Trim, etc.)

5. Stain & Varnish (opened or closed grain)

a. Clear Finish

1st Coat: S-W Wood Classics® Interior Oil Stain, A49 Series (Optional)
2nd Coat: S-W Sher-Wood® Natural Filler, D70T1 (Optional)
3rd Coat: S-W Wood Classics® Fast Dry Varnish, Gloss, A66V391
4th Coat: S-W Wood Classics® Fast Dry Varnish, Gloss or Satin, A66 Series (4 mils wet, 1.3 mils dry per coat)

M. DRYWALL (Walls, Ceilings, Gypsum Board, Wood Pulp Board, Plaster Board, etc.)

1. Latex Systems

d. Eg-Shel / Satin Finish

1st Coat: S-W PrepRite® 200 Latex Primer, B28W200 (4 mils wet, 1.2 mils dry)
2nd Coat: S-W Duration® Home Latex Satin, B97-100 Series
3rd Coat: S-W Duration® Home Latex Satin, B97-100 Series (4 mils wet, 1.5 mils dry per coat)

S. ARCHITECTURAL FIBERGLASS, PVC, PLASTIC

1. Latex Systems (apply test patch to check for compatibility & adhesion)

b. Gloss Finish

1st Coat: S-W All Surface Enamel Latex Primer, A41W210 (4 mils wet, 1.6 mils dry)
2nd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series
3rd Coat: S-W ProClassic® Waterborne Acrylic Gloss Enamel, B21 Series (4 mils wet, 1.3 mils dry per coat)

END OF SECTION 09 90 00

SECTION 31 00 00 - EARTHWORK

PART 1 - GENERAL

RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK:

The extent of earthwork is shown on drawings.

Preparation of subgrade for building slabs, walks, and pavements is included as part of this work.

Backfilling of trenches within building lines is included as part of this work.

QUALITY ASSURANCE:

Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service:

Employ, at Contractor's expense, testing laboratory to perform soil testing and inspection service for quality control testing during earthwork operations.

SUBMITTALS:

Test Reports-Excavating: Submit following reports directly to Architect from the testing services, with copy to Contractor:

Test reports on borrow materials.

Verification of each footing subgrade.

Field density test reports.

One optimum moisture-maximum density curve for each type of soil encountered.

Report of actual unconfined compressive strength and/or results of bearing tests of each strata tested.

JOB CONDITIONS:

Site Information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn therefrom by Contractor. Data are made available for convenience of Contractor.

Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

Existing Utilities: Locate existing underground utilities in areas of work. If utilities are to remain in place, provide adequate means of protection during earthwork operations. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions. Cooperate with Owner and utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility owner.

Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Architect and then only after acceptable temporary utility services have been provided.

Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies for shut-off of services if lines are active.

Use of Explosives: The use of explosives is not permitted.

Protection of Persons and Property: Barricade open excavations occurring as part of this work and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

PART 2 - PRODUCTS

SOIL MATERIALS:

Definitions:

Satisfactory soil materials are defined as those complying with American Association of State Highway and Transportation Officials (AASHTO) M145, soil classification Groups A-1, A-2-4, A-2-5, and A-3.

Unsatisfactory soil materials are those defined in AASHTO M145 soil classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7; also, peat and other highly organic soils.

Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, crushed slag, natural or crushed sand.

Backfill and Fill Materials: Satisfactory soil materials free of clay, rock or gravel larger than 2" in any dimension, debris, waste, frozen materials, vegetable and other deleterious matter.

PART 3 - EXECUTION

EXCAVATION:

Excavation consists of removal and disposal of material encountered when establishing required finish grade elevations.

Excavation Classifications: The following classifications of excavation will be made when unanticipated rock excavation is encountered in work.

Do not perform such work until material to be excavated has been cross-sectioned and classified by Architect. Such excavation will be paid on basis of contract conditions relative to changes in work.

Earth excavation includes removal and disposal of pavements and other obstructions visible

on ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and other materials encountered that are not classified as rock excavation or unauthorized excavation.

Rock excavation consists of removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or requiring use of special equipment, except such materials that are classified as earth excavation.

Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

Intermittent drilling or ripping performed to increase production and not necessary to permit excavation of material encountered will be classified as earth excavation.

Rock payment lines are limited to the following:

Two feet outside of concrete work for which forms are required, except footings.

One foot outside perimeter of footings.

In pipe trenches, 6" below invert elevation of pipe and 2 ft. wider than inside diameter of pipe, but not less than 3 ft. minimum trench width.

Neat outside dimensions of concrete work where no forms are required.

Under slabs on grade, 6" below bottom of concrete slab.

Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be a Contractor's expense.

Under footings, foundation bases, or retaining walls, fill unauthorized excavation by extending indicated bottom elevation of footing or base to excavation bottom, without altering required top elevation. Lean concrete fill may be used to bring elevations to proper position, when acceptable to Architect.

Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations of same classification, unless otherwise directed by Architect.

Additional Excavation: When excavation has reach required subgrade elevations, notify Architect who will make an inspection of conditions.

If unsuitable bearing materials are encountered at required subgrade elevations, carry excavations deeper and replace excavated material as directed by Architect.

Removal of unsuitable material and its replacement as directed will be paid on basis of contract conditions relative to changes in work.

Stability of Excavations: Slope sides of excavations to comply with local codes and ordinances having jurisdiction. Shore and brace where sloping is not possible because of space restrictions or stability of material excavated.

Maintain sides and slopes of excavations in safe condition until completion of backfilling.

Shoring and Bracing: Provide materials for shoring and bracing, such as sheet piling, uprights, stringers and cross-braces, in good serviceable condition.

Establish requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

Maintain shoring and bracing in excavations regardless of time period excavations will be open. Carry down shoring and bracing as excavation progresses.

Provide permanent steel sheet piling or pressure creosoted timber sheet piling wherever subsequent removal of sheet piling might permit lateral movement of soil under adjacent structures. Cut off tops as required and leave permanently in place.

Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding project site and surrounding area.

Do not allow to accumulate in excavations. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

Convey water removed from excavations and rain water to collecting or run-off areas. Establish and maintain temporary drainage ditches and other diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill. Place, grade and shape stockpiles for proper drainage.

Locate and retain soil materials away from edge of excavations.

Dispose of excess soil material and waste materials as herein specified.

Excavation for Structures: Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10', and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

In excavating for footings and foundations, take care not to disturb bottom of excavation. Excavate by hand to final grade just before concrete reinforcement is placed. Trim bottoms to required lines and grades to leave solid base to receive other work.

Excavation for Pavements: Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

Excavation for Trenches: Dig trenches to the uniform width required for particular item to be installed, sufficiently wide to provide ample working room.

Excavate trenches to depth indicated or required. Carry depth of trenches for piping to establish indicated flow lines and invert elevations. Beyond building perimeter, keep bottoms of trenches sufficiently below finish grade to avoid freeze-ups.

Where rock is encountered, carry excavation 6" below required elevation and backfill with a 6" layer of crushed stone or gravel prior to installation of pipe.

Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

Backfill trenches with concrete where trench excavations pass within 18" of column or wall footings and which are carried below bottom of such footings, or which pass under wall

footings. Place concrete to level of bottom of adjacent footing.

Concrete is specified in Division 3.

Do not backfill trenches until tests and inspections have been made and backfilling authorized by Architect. Use care in backfilling to avoid damage or displacement of pipe systems.

Cold Weather Protection: Protect excavation bottoms against freezing when atmospheric temperature is less than 35°F. (1°C).

COMPACTION:

General: Control soil compacting during construction providing minimum percentage of density specified for each area classification.

Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum dry density for soils which exhibit a well-defined moisture density relationship determined in accordance with ASTM D 1557; and not less than the following percentages of relative density, determined in accordance with ASTM D 2049, for soils which will not exhibit a well-defined moisture-density relationship.

Structures: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density.

Building Slabs and Steps: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density.

Lawn or Unpaved Areas: Compact top 6" of subgrade and each layer of backfill or fill material at 90% maximum dry density.

Walkways: Compact top 6" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density for cohesive soil material.

Pavements: Compact top 12" of subgrade and each layer of backfill or fill material at 95% maximum dry density or 90% relative dry density for cohesive soil material.

Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material, to prevent free water appearing on surface during or subsequent to compaction operations.

Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

BACKFILL AND FILL:

General: Place acceptable soil material in layers to required subgrade elevations, for each area classification listed below.

In excavations, use satisfactory excavated or borrow material.

Under grassed areas, use satisfactory excavated or borrow material.

Under walks and pavements, use subbase material, or satisfactory excavated or borrow material, or combination of both.

Under steps, use subbase material.

Under building slabs, use drainage fill material.

Backfill excavations as promptly as work permits, but not until completion of the following:

Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.

Inspection, testing, approval and recording locations of underground utilities.

Removal of concrete formwork.

Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.

Removal of trash and debris.

Permanent or temporary horizontal bracing is in place on horizontally supported walls.

Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than 1 vertical to 4 horizontal so that fill material will bond with existing surface.

When existing ground surface has a density less than that specified under "Compaction" for particular area classification, break up ground surface, pulverize, moisture-condition to optimum moisture content, and compact to required depth and percentage of maximum density.

Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for materials compacted by heavy compaction equipment, and not more than 4" in loose depth for material compacted by hand-operated tampers.

Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

Place backfill and fill materials evenly adjacent to structures, to required elevations. Take care to prevent wedging action of backfill against structures by carrying material uniformly around structure to approximately same elevation in each lift.

GRADING:

General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.

Finish surfaces free from irregular surface changes, and as follows:

Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10' above or below required subgrade elevations.

Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10' above or below required subgrade elevation.

Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2" above or below required subgrade elevation.

Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation. Provide final grades within a tolerance of 1/2" when tested with a 10' straightedge.

Compaction: After grading, compact subgrade surfaces to the depth and percentage of maximum density for each area classification.

FIELD QUALITY CONTROL

Quality Control Testing During Construction: Employ testing service to inspect and approve subgrades and fill layers before further construction work is performed.

Paved Areas and Building Slab Subgrade: Make at least one field density test of subgrade for every 3000 sq. ft. of paved area or building slab, but in no case less than 3 tests. In each compacted fill layer, make one field density test for every 3000 sq. ft. of overlying building slab or paved area, but in no case less than 3 tests.

If in opinion of Architect, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense.

MAINTENANCE:

Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.

Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

DISPOSAL OF EXCESS AND WASTE MATERIALS:

Removal from Owner's Property:

Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off Owner's property.

Remove excess excavated material, trash, debris and waste materials and dispose of it off Owner's property.

END OF SECTION 31 00 00