

PROJECT MANUAL
for
VETERANS' VILLAGE



900 BLOCK OF AGGIE ROAD
JONESBORO, ARKANSAS 72401

OWNER'S BID NO. 2020:12
ARCHITECT PROJECT NO. 1805

ISSUE FOR BIDDING
MARCH 6, 2020

Cooper • Mixon
architecture
www.coopermixon.com

COOPER MIXON ARCHITECTS PLLC
505 UNION STREET, 2ND FLOOR
JONESBORO, ARKANSAS 72401

SECTION 00 0102
PROJECT INFORMATION

PART 1 GENERAL

1.01 PROJECT IDENTIFICATION

- A. Project Name: Veterans' Village, located at:
- B. Owner's Project Number: 2020:12.
- C. Architect's Project Number: 1805
Aggie Road.
900 Block.
Jonesboro, Arkansas 72401.
- D. The Owner, hereinafter referred to as Owner: City of Jonesboro, Arkansas

1.02 NOTICE TO PROSPECTIVE BIDDERS

- A. These documents constitute an Invitation to Bid to General Contractors for the construction of the project described below.

1.03 PROJECT DESCRIPTION

- A. Summary Project Description: New construction of small homes, fully accessible and publicly owned and associated site improvements..
- B. Contract Scope: Construction.
- C. Contract Terms: Lump sum (fixed price, stipulated sum).

1.04 PROJECT CONSULTANTS

- A. The Architect, hereinafter referred to as Architect: Cooper Mixon Architects, PLLC.

1.05 PROCUREMENT TIMETABLE

- A. Pre-Bid Briefing: March 17, 2020 at 2 PM.
- B. Last Request for Substitution Due: 3 days prior to due date of bids.
- C. Last Request for Information Due: 3 days prior to due date of bids.
- D. Bid Due Date: March 31, 2020, before 2 PM local time.
- E. Bid Opening: Same day, 2 PM local time.
- F. The Owner reserves the right to change the schedule or terminate the entire procurement process at any time.

1.06 PROCUREMENT DOCUMENTS

- A. Availability of Documents: Complete sets of procurement documents may be obtained:
- B. Documents are on display at the offices of the following construction plan rooms:
 - 1. Jonesboro Blueprint.
 - 2. 222 Madison Street.
 - 3. Jonesboro, AR 72401.

1.07 BID SECURITY

- A. Bids shall be accompanied by a security deposit as follows:
 - 1. Bid Bond of a sum no less than 5 percent of the Bid Amount on AIA A310 Bid Bond Form.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 0102

SECTION 00 0103
PROJECT DIRECTORY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Identification of project team members and their contact information.

1.02 OWNER:

- A. Name: City of Jonesboro, Arkansas.
1. Address Line 1: 300 South Church Street.
 2. City: Jonesboro.
 3. State: Arkansas.
 4. Zip Code: 72401.
 5. Telephone: (870) 932-1052.
- B. Primary Contact: All correspondence from the Contractor to the Architect will be direct, with copies to this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Title: Engineering Director.
 2. Name: Craig Light.
 3. Email: clight@jonesboro.org.

1.03 CONSULTANTS:

- A. Architect: Design Professional of Record. All correspondence from the Contractor regarding construction documents authored by Architect's consultants will be through this party, unless alternate arrangements are mutually agreed upon at preconstruction meeting.
1. Company Name: Cooper Mixon Architects PLLC.
 - a. Address Line 1: 505 Union Street.
 - b. Address Line 2: 2nd Floor.
 - c. City: Jonesboro.
 - d. State: Arkansas.
 - e. Zip Code: 72401.
 - f. Telephone: (870) 336-0536.
 2. Primary Contact: .
 - a. Title: Architect.
 - b. Name: John Mixon.
 - c. Email: jmixon@coopermixon.com.
- B. Civil Engineering Consultant:
1. Company Name: Fisher Arnold.
 - a. Address Line 1: 1801 Latourette Drive.
 - b. City: Jonesboro.
 - c. State: Arkansas.
 - d. Zip Code: 72401.
 - e. Telephone: (870) 932-2019.
- C. Mechanical, Electrical, and Plumbing Engineering Consultant:
1. Company Name: Singleton Engineering.
 - a. Address Line 1: 2001 Suburban Lane.
 - b. City: Paragould.
 - c. State: Arkansas.
 - d. Zip Code: 72401.
 - e. Telephone: (870) 897-2921.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

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SECTION 00 1113
ADVERTISEMENT FOR BIDS

SEALED BIDS FOR THE VETERANS' VILLAGE WILL BE RECEIVED AT THE PURCHASING DEPARTMENT, ROOM 421, OF THE CITY OF JONESBORO CITY HALL, 300 SOUTH CHURCH, JONESBORO, ARKANSAS UNTIL 2:00 P.M. (LOCAL TIME) ON MARCH 17, 2020 AND THEN PUBLICLY OPENED AND READ IN THE FIRST FLOOR CONFERENCE ROOM FOR FURNISHING ALL LABOR, MATERIAL, AND EQUIPMENT, AND PERFORMING ALL WORK REQUIRED TO CONSTRUCT THE VETERANS' VILLAGE PER CONTRACT DOCUMENTS. ALL SUBMISSIONS SHALL BE ANNOTATED ON THE OUTSIDE OF THE ENVELOPE WITH THE BID NUMBER 2020:12

- 1.01 THE PROJECT CONSISTS OF THE NEW CONSTRUCTION OF FULLY ACCESSIBLE HOUSES AND ALL ASSOCIATED SITE IMPROVMENTS AS SPECIFIED IN THE CONTRACT DOCUMENTS.**
- 1.02 ALL PERSPECTIVE BIDDERS ARE REQUIRED TO ATTEND A MANDATORY PRE-BID CONFERENCE AT THE CITY OF JONESBORO CITY HALL, 300 SOUTH CHURCH, JONESBORO, ARKANSAS, FIRST FLOOR CONFERENCE ROOM, TUESDAY, MARCH 17TH, AT 2:00 P.M. (LOCAL TIME).**
- 1.03 PROPOSALS SHALL BE ACCOMPANIED BY A CASHIER'S OR CERTIFIED CHECK UPON A NATIONAL OR STATE BANK IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE TOTAL MAXIMUM BID PRICE PAYABLE WITHOUT RECOURSE TO THE CITY OF JONESBORO OR A BID BOND IN THE SAME AMOUNT FROM A RELIABLE SURETY COMPANY, AS A GUARANTEE THAT THE BIDDER WILL ENTER INTO A CONTRACT AND EXECUTE PERFORMANCE AND PAYMENT BONDS WITHIN TEN (10) DAYS AFTER NOTICE OF AWARD OF CONTRACT TO HIM. THE NOTICE OF AWARD OF CONTRACT SHALL BE GIVEN BY THE OWNER WITHIN SIXTY (60) DAYS FOLLOWING THE OPENING OF BIDS.**
- 1.04 THE SUCCESSFUL BIDDER MUST FURNISH A PERFORMANCE AND PAYMENT BOND UPON THE FORM PROVIDED IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE CONTRACT PRICE FROM AN APPROVED SURETY COMPANY HOLDING A PERMIT FROM THE STATE OF ARKANSAS TO ACT AS SURETY, OR OTHER SURETY OR SURETIES ACCEPTABLE TO THE OWNER.**
- 1.05 THE ATTENTION OF BIDDERS IS CALLED TO THE FACT THAT NO CONTRACTOR'S LICENSE IS REQUIRED TO SUBMIT A BID, BUT SUCCESSFUL BIDDER MUST BE LICENSED PRIOR TO ENTERING INTO A CONTRACT WITH THE CITY FOR THE PROJECT.**
- 1.06 PLANS, SPECIFICATIONS, PROPOSAL FORMS AND OTHER CONTRACT DOCUMENTS MAY BE EXAMINED AT JONESBORO BLUEPRINT AND SUPPLY AT 222 MADISON STREET, JONESBORO, AR 72401 AND MAY BE SECURED AT THE COST OF \$100.00 PER SET WHICH WILL BE FULLY REFUNDED FOR UPON THE RETURN OF CLEAN DOCUMENTS.**
- 1.07 PROPOSALS WILL BE CONSIDERED ON THE BASIS OF COST. THE CITY OF JONESBORO RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY INFORMALITIES, AND TO ACCEPT THE PROPOSAL DEEMED TO BE FOR THEIR BEST INTEREST.**
- 1.08 THE CITY OF JONESBORO HEREBY NOTIFIES ALL BIDDERS THAT THIS CONTRACT IS SUBJECT TO APPLICABLE LABOR LAWS, NON-DISCRIMINATION PROVISIONS, WAGE RATE LAWS AND OTHER FEDERAL LAWS INCLUDING THE FAIR LABOR STANDARDS ACTS OF 1938. THE WORK HOURS ACT OF 1962 AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 ALSO APPLY.**
- 1.09 THE CITY OF JONESBORO ENCOURAGES PARTICIPATION OF SMALL, MINORITY, AND WOMAN OWNED BUSINESS ENTERPRISES IN THE PROCUREMENT OF GOODS, SERVICES, AND CONSTRUCTION, EITHER AS A GENERAL CONTRACTOR OR SUBCONTRACTOR. IT IS FURTHER REQUESTED THAT WHENEVER POSSIBLE, MAJORITY CONTRACTORS WHO REQUIRE SUB-CONTRACTORS SEEK QUALIFIED SMALL, MINORITY, AND WOMEN OWNED BUSINESSES TO PARTNER WITH THEM.**

END OF SECTION 00 1113

SECTION 00 2113
INSTRUCTIONS TO BIDDERS

SUMMARY

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS BOUND IN THE PROJECT MANUAL.

END OF SECTION 00 2113

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

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

«Veterans' Village»
«Jonesboro, Arkansas»
«The scope of the project is the new construction of nine homes and associated site improvements. The development will create a residential community for veterans.»

THE OWNER:
(Name, legal status, address, and other information)

«City of Jonesboro, Arkansas»«Other»
«300 South Church Street
Jonesboro, AR 72401»
«Telephone Number: 870-932-1052»
«»

THE ARCHITECT:
(Name, legal status, address, and other information)

«Cooper Mixon Architects, PLLC»«Professional Limited Liability Company»
«505 Union Street
2nd Floor
Jonesboro, AR 72401»
«Telephone Number: 870-336-0536»
«»

TABLE OF ARTICLES

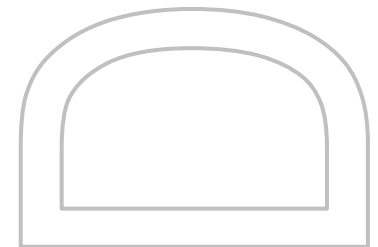
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- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

«Jonesboro Blueprint and Supply
222 Madison Street
Jonesboro, AR 72401
(870) 932-4349
mdale@jonesboroblueprint.com »

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

«Send Emails to:
John Mixon
Cooper Mixon Architects PLLC
jmixon@coopermixon.com »

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

«Cashier’s or Certified Check upon a national or state bank in an amount not less than five percent (5%) of the total maximum bid price payable without recourse to the City of Jonesboro or a Bid Bond in the same amount from a reliable surety company.»

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should

the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning 60 days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

«Paper copies »

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

« »

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)

« »

- .5 Drawings
Listed in the Project Manual

.6 Specifications
Listed in the Project Manual

.7 Addenda:
Listed in the Project Manual

.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.)

The Sustainability Plan:

Title	Date	Pages

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of the Contract Documents, as follows:
- B. Site and Utility Survey: Entitled Topographic Survey, dated 05/16/2019.
 - 1. Original copy is available for inspection at Owner's offices during normal business hours.
 - 2. This survey identifies grade elevations prepared primarily for the use of Architect in establishing new grades and identifying natural water shed.

1.02 PRELIMINARY DATA

- A. Certain preliminary investigations and studies made by the Owner are available to the bidders but will not be part of the Contract Documents, as follows:
- B. Environmental Assessment Study: Entitled Phase II ESA for Veterans Village Property NW Corner Patrick St. and Aggie Rd., dated June 6, 2019.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

3.01 OBTAINMENT OF PERMITS

- A. Contractor to obtain the following required permits, at no cost to Contractor:
 - 1. Building Permit for all trades.
- B. Building Permit Procedures: When required to obtain this permit:
 - 1. Complete and file permit application(s) with appropriate agency.

END OF SECTION 00 3100

SECTION 00 4000
PROCUREMENT FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Instructions to Bidders: AIA A701.
- C. Bid Form: Section 00 4100 - Bid Form.
- D. Procurement Form Supplements:
 - 1. Bid Security Form: AIA A310.
 - 2. Unit Prices Form: Section 00 4322 - Unit Prices Form.
 - 3. Alternates Form: Section 00 4323 - Alternates Form.
 - 4. Proposed Schedule of Values Form: AIA G703.

1.02 REFERENCE STANDARDS

- A. AIA A310 - Bid Bond; 2010.
- B. AIA A701 - Instructions to Bidders; 1997.
- C. AIA G703 - Continuation Sheet; 1992.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 4000

SECTION 00 4100
BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Jonesboro, Arkansas (Owner)

1.02 FOR:

- A. Project: Veterans' Village
- B. Owner's Project Number: 2020:12
Aggie Road
900 Block
Jonesboro, Arkansas 72401

1.03 DATE: _____ (BIDDER TO ENTER DATE)

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

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

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Cooper Mixon Architects PLLC for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. _____ dollars
(\$ _____), in lawful money of the United States of America.
- C. We have included the required security Bid Bond as required by the Instruction to Bidders.
- D. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
- E. All applicable federal taxes are included and State of Arkansas taxes are included in the Bid Sum.
- F. All Cash and Contingency Allowances described in Section 01 2100 - Allowances are included in the Bid Sum.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for sixty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
 - 1. Execute the Agreement within seven days of receipt of Notice of Award.
 - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
 - 3. Commence work within seven days after written Notice to Proceed of this bid.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 36 calendar weeks from Notice to Proceed.

1.08 UNIT PRICES

- A. The Undersigned agrees that the following UNIT PRICES shall govern changes in the Work, whether they be ADDITIONS or DEDUCTIONS to the Contract Sum required during the course of the Work. Unit Prices shall be the same for Additions or Deductions. All Unit Prices shall be total installed costs including overhead, profit, geotechnical engineering and all other necessary costs. Proposing separated add and deduct unit prices shall subject this Bid Proposal to being rejected as "non-responsive."
 - 1. GENERAL EXCAVATION
 - a. Undercutting: Unsuitable material below finished subgrade removed and backfilled with specified fill material per cubic yard in place.
 - 1) Price per cubic yard in place
(a) \$ _____
 - 2. DECORATIVE METAL FENCING AND GATES
 - a. Decorative metal fence as specified.
 - 1) Per linear foot.
(a) \$ _____

1.09 ALLOWANCES INCLUDED IN THE BASE PROPOSAL

- A. Special Inspections Allowance: Include the stipulated sum listed below for engaging the independent special inspection agency and the required special inspections and testing as directed by Architect.
 - 1. \$ 8,000.00
- B. Undercutting Allowance: The contractor shall include in the base bid contract amount an allowance for undercutting of existing unsuitable material and replacement with suitable fill material at the above contract unit price for following:
 - 1. 500 CY at the unit price indicated in paragraph above.
 - a. \$ _____

1.10 DEDUCTIVE ALTERNATES

- A. Deductive Alternate Number 01
 - 1. Remove Acoustical Wall Treatment from Exterior Walls
 - a. \$ _____
- B. Deductive Alternate Number 02
 - 1. Remove one layer of GWB from Exterior Walls
 - a. \$ _____
- C. Deductive Alternate Number 03
 - 1. Removal of Concrete Block Sound Wall
 - a. \$ _____

1.11 ADDENDA

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

1.12 BID FORM SUPPLEMENTS

- A. The following information is included with Bid submission:

1. Subcontractors: Mechanical Work - HVAC (indicative of heating, air conditioning, and ventilating), Electrical Work (indicative of wiring and illuminating fixtures), Roofing and Sheet Metal (indicative of roofing application).
 - a. I (We) submit the names of the following subcontractors, we propose to use, and their State Contractor License Nos. (Indicate "None" if subcontractor not required for this project. Include Prime Bidder's name and license number if Prime Bidder is doing this work itself and the Prime Bidder's contractor license is qualified for this specialty.)
 - 1) MECHANICAL WORK - HVAC
 - (a) name: _____
 - (b) license #: _____
 - 2) PLUMBING WORK
 - (a) name: _____
 - (b) license #: _____
 - 3) ELECTRICAL WORK
 - (a) name: _____
 - (b) license #: _____
 - 4) ROOFING AND SHEET METAL
 - (a) name: _____
 - (b) license #: _____

1.13 FURTHER CONDITIONS

- A. The undersigned, by submitting this Bid, further agrees:
 1. To accept the provisions of the "INSTRUCTIONS TO BIDDERS."
 2. That Bidder understands that the Work must comply with accessibility laws and will ensure that the Work is built in strict accordance with the Contract Documents (Drawings, Plans, and Specifications), of which this Proposal is made a part.
 3. To accomplish the Work, including products, equipment, and systems; complete and functional; ready for operation.
 4. To allow any Federal, State or Local inspector, acting in their official capacity, access to the project site.
 5. That Bidder or subcontractor will not employ or contract with any illegal immigrants.
 6. That it is understood that the Owner may reject any or all bids and waive any informalities or irregularities.

1.14 ATTACHMENTS

- A. Enclosed with this bid proposal are the following:
 1. BID SECURITY
 2. POWER OF ATTORNEY FOR BID BOND FOR THE BID SECURITY

1.15 BID FORM SIGNATURE(S)

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

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

END OF SECTION 00 4100

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. See Section 00 7200 - General Conditions for the General Conditions.
- B. The Agreement form is AIA A101.
- C. The General Conditions are based on AIA A201.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the Contract Documents.
- B. Bond Forms:
 - 1. Bid Bond Form: AIA A310.
 - 2. Performance and Payment Bond Form: AIA A312.
- C. Post-Award Certificates and Other Forms:
 - 1. Schedule of Values Form: AIA G703.
 - 2. Application for Payment Forms: AIA G702 with AIA G703 (for Contractors).
- D. Clarification and Modification Forms:
 - 1. Architect's Supplemental Instructions Form: AIA G710.
 - 2. Work Changes Proposal Request Form: AIA G709.
 - 3. Change Order Form: AIA G701.
- E. Closeout Forms:
 - 1. Certificate of Substantial Completion Form: AIA G704.
 - 2. Contractor's Affidavit of Release of Liens Form: AIA G706A
 - 3. Consent of Surety to Final Payment Form: AIA G707.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017.
- C. AIA A310 - Bid Bond; 2010.
- D. AIA A312 - Performance Bond and Payment Bond; 2010.
- E. AIA G701 - Change Order; 2017.
- F. AIA G702 - Application and Certificate for Payment; 1992.
- G. AIA G703 - Continuation Sheet; 1992.
- H. AIA G704 - Certificate of Substantial Completion; 2017.
- I. AIA G706A - Contractor's Affidavit of Release of Liens; 1994.
- J. AIA G707 - Consent of Surety to Final Payment; 1994.
- K. AIA G709 - Work Changes Proposal Request; 2001.
- L. AIA G710 - Architect's Supplemental Instructions; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 00 5000

SECTION 00 5200
AGREEMENT FORM

PART 1 GENERAL

1.01 FORM OF AGREEMENT

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

1.03 RELATED REQUIREMENTS

- A. Section 00 7200 - General Conditions.
- B. Section 00 7300 - Supplementary Conditions.
- C. Section 01 4216 - Definitions.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION 00 5200

DRAFT AIA® Document A101™ – 2017

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

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

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

«City of Jonesboro, Arkansas»« , Other»
«300 South Church Street
Jonesboro, AR 72401»
«Telephone Number: 870-932-1052»
«»

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

« »« »
« »
« »
« »

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

«Veterans' Village»
«Jonesboro, Arkansas»
«The scope of the project is the new construction of nine homes and associated site improvements. The development will create a residential community for veterans.»
»

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

«Cooper Mixon Architects, PLLC»« , Professional Limited Liability Company»
«505 Union Street
2nd Floor
Jonesboro, AR 72401»
«Telephone Number: 870-336-0536»
«»

The Owner and Contractor agree as follows.

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

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

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



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TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

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

[« »]

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

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« »] By the following date: « »

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

Portion of Work	Substantial Completion Date

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

ARTICLE 4 CONTRACT SUM

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

§ 4.2 Alternates

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

Item	Price

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

Item	Price	Conditions for Acceptance

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

Item	Price

§ 4.4 Unit prices, if any:

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

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

§ 4.5 Liquidated damages, if any:

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

« »

§ 4.6 Other:

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

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

« »

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

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

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

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

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

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

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

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

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

§ 5.1.7 Retainage

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

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

« »

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

<< >>

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

<< >>

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

<< >>

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

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

§ 5.2 Final Payment

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

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

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

<< >>

§ 5.3 Interest

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

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

<< >> % << >>

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

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

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

<< >>

<< >>

<< >>

<< >>

§ 6.2 Binding Dispute Resolution

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

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

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

ARTICLE 7 TERMINATION OR SUSPENSION

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

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

« »

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

ARTICLE 8 MISCELLANEOUS PROVISIONS

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

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

«Harold Perrin»
«300 South Church Street
Jonesboro, AR 72401»
«»
«»
«»
«»

§ 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

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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

.8 Other Exhibits:

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

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

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

<< >>

[<< >>] The Sustainability Plan:

Title	Date	Pages

[<< >>] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

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

<< >>

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

OWNER (Signature)

<<Harold Perrin>>, Mayor>

(Printed name and title)

CONTRACTOR (Signature)

<< >><< >>

(Printed name and title)

**SECTION 00 7200
GENERAL CONDITIONS**

FORM OF GENERAL CONDITIONS

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

RELATED REQUIREMENTS

2.01 SECTION 01 4216 - DEFINITIONS.

END OF SECTION 00 7200

DRAFT AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

«Veterans' Village»
«Jonesboro, Arkansas»

THE OWNER:

(Name, legal status and address)

«City of Jonesboro, Arkansas»«», Other»
«300 South Church Street
Jonesboro, AR 72401»

THE ARCHITECT:

(Name, legal status and address)

«Cooper Mixon Architects, PLLC»«», Professional Limited Liability Company»
«505 Union Street
2nd Floor
Jonesboro, AR 72401»

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

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



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

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

and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These

obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

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

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and

other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent

acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise

such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings

against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

(other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

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

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to

provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner

shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for

correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker

and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

SECTION 01 1000
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Veterans' Village
- B. Owner's Name: City of Jonesboro, Arkansas.
- C. Architect's Name: Cooper Mixon Architects, PLLC.
- D. The Project consists of the construction of of fully accessible houses and all associated site improvements as specified in the contract documents..

1.02 CONTRACT DESCRIPTION

- A. Contract Type: A single prime contract based on a Stipulated Price as described in Document 00 5200 - Agreement Form.

1.03 WORK BY OWNER

- A. Items noted NIC (Not in Contract) will be supplied and installed by Owner Before or After Substantial Completion. Some items include:
- B. Owner will supply and install the following:
 - 1. Kitchen Appliances.
 - 2. Laundry Appliances.
 - 3. Select Furnishings.

1.04 FUTURE WORK

- A. Project is designed for future construction of a community building and associated site improvements.

1.05 OWNER OCCUPANCY

- A. Owner intends to occupy the Project by the date stated in the Agreement as the contract completion date.

1.06 CONTRACTOR USE OF SITE AND PREMISES

- A. Provide access to and from site as required by law and by Owner:
 - 1. Emergency Building Exits During Construction: Keep all exits required by code open during construction period; provide temporary exit signs if exit routes are temporarily altered.
 - 2. Do not obstruct roadways, sidewalks, or other public ways without permit.

END OF SECTION 01 1000

SECTION 01 2000
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 00 5000 - Contracting Forms and Supplements: Forms to be used.
- B. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period, monetary values of unit prices.
- C. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.
- D. Section 01 2100 - Allowances: Payment procedures relating to allowances.
- E. Section 01 2200 - Unit Prices: Monetary values of unit prices; Payment and modification procedures relating to unit prices.
- F. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- E. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Balance to Finish.
 - 9. Retainage.
- F. Execute certification by signature of authorized officer.

- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic and three hard-copies of each Application for Payment.
- J. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 3000.
 - 2. Construction progress schedule, revised and current as specified in Section 01 3000.
 - 3. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within ____ days.
- D. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- F. Substantiation of Costs: Provide full information required for evaluation.
 - 1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 - 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.

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

1.06 APPLICATION FOR FINAL PAYMENT

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

END OF SECTION 01 2000

**SECTION 01 2100
ALLOWANCES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Inspecting and testing allowances.
- B. Payment and modification procedures relating to allowances.

1.02 RELATED REQUIREMENTS

- A. Section 01 2000 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 INSPECTING AND TESTING ALLOWANCES

- A. Costs Included in Inspecting and Testing Allowances: Cost of engaging an inspecting or testing agency; execution of inspecting and tests; and reporting results.
- B. Costs Not Included in the Inspecting and Testing Allowances:
 - 1. Costs of incidental labor and facilities required to assist inspecting or testing agency.
 - 2. Costs of testing services used by Contractor separate from Contract Document requirements.
 - 3. Costs of retesting upon failure of previous tests as determined by Architect.
- C. Payment Procedures:
 - 1. Submit one copy of the inspecting or testing firm's invoice with next application for payment.
 - 2. Pay invoice on approval by Architect.
- D. Differences in cost will be adjusted by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Inspecting and Testing Allowance: Include the sum of \$8,000.00 for payment of inspecting services specified in Section 01 4000 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2100

SECTION 01 2200
UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 COSTS INCLUDED

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

1.03 UNIT QUANTITIES SPECIFIED

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

1.04 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section. In the event of conflict, the requirements of the individual specification section govern.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.

1.05 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products not completely unloaded from the transporting vehicle.
 - 4. Products placed beyond the lines and levels of the required Work.
 - 5. Products remaining on hand after completion of the Work.
 - 6. Loading, hauling, and disposing of rejected Products.

1.06 SCHEDULE OF UNIT PRICES

- A. Item: Undercutting
- B. Item: Decorative Fencing; Section 32 31 19.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2200

**SECTION 01 2300
ALTERNATES**

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Document 00 2113 - Instructions to Bidders: Instructions for preparation of pricing for Alternates.
- B. Document 00 5200 - Agreement Form: Incorporating monetary value of accepted Alternates.

1.03 ACCEPTANCE OF ALTERNATES

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

1.04 SCHEDULE OF DEDUCTIVE ALTERNATES

- A. [DEDUCTIVE ALTERNATIVE] No. [01] - [REMOVE ACOUSTICAL WALL TREATMENT AT EXTERIOR WALLS]: Remove acoustical wall treatment "Green Glue".
- B. [DEDUCTIVE ALTERNATIVE] No. [02] - [REMOVED ONE LAYER OF GWB FROM EXTERIOR WALLS]: Remove one layer of 5/8" GWB from exterior walls (one layer of 5/8" GWB to remain).
- C. DEDUCTIVE ALTERNATE No. 03 - REMOVAL OF CONCRETE BLOCK "SOUND WALL": Remove concrete block "sound wall" and all associated work.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 2300

SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Preconstruction meeting.
- C. Progress meetings.
- D. Construction progress schedule.
- E. Progress photographs.
- F. Submittals for review, information, and project closeout.
- G. Number of copies of submittals.
- H. Requests for Interpretation (RFI) procedures.
- I. Submittal procedures.

1.02 RELATED REQUIREMENTS

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

1.03 GENERAL ADMINISTRATIVE REQUIREMENTS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.

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

3.02 PROGRESS MEETINGS

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

3.03 CONSTRUCTION PROGRESS SCHEDULE

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

3.04 PROGRESS PHOTOGRAPHS

- A. In addition to periodic, recurring views, take photographs of each of the following events:
1. Completion of site clearing.
 2. Excavations in progress.
 3. Foundations in progress and upon completion.
 4. Structural framing in progress and upon completion.
 5. Enclosure of building, upon completion.
 6. Final completion, minimum of ten (10) photos.

3.05 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in the Contract Documents.
 - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of the Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
 - 1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 - 2. Prepare in a format and with content acceptable to Owner.
 - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
 - 1. Unacceptable Uses for RFIs: Do not use RFIs to request the following:
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 6000 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
 - 1. Indicate current status of every RFI. Update log promptly and on a regular basis.
 - 2. Note dates of when each request is made, and when a response is received.
- H. Review Time: Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- I. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

3.06 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.

- B. Submit to Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 7800 - Closeout Submittals.

3.07 SUBMITTALS FOR INFORMATION

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

3.08 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 7800 - Closeout Submittals:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.09 NUMBER OF COPIES OF SUBMITTALS

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

3.10 SUBMITTAL PROCEDURES

- A. General Requirements:
 - 1. Use a separate transmittal for each item.
 - 2. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 - 3. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
 - 5. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect.

6. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 7. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 8. When revised for resubmission, identify all changes made since previous submission.
 9. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 10. Submittals not requested will not be recognized or processed.
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related work.
 2. Do not reproduce the Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

3.11 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Architect's and consultants' actions on items submitted for review:
1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Resubmission not required", or language with same legal meaning.
 - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2) Non-responsive resubmittals may be rejected.
 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - 1) Resubmit revised item, with review notations acknowledged and incorporated.
 - 2) Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - 1) Submit item complying with requirements of Contract Documents.

- E. Architect's and consultants' actions on items submitted for information:

1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION 01 3000

SECTION 01 4000
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 2100 - Allowances: Allowance for payment of testing services.
- B. Section 01 3000 - Administrative Requirements: Submittal procedures.
- C. Section 01 4216 - Definitions.
- D. Section 01 4219 - Reference Standards.
- E. Section 01 6000 - Product Requirements: Requirements for material and product quality.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Test Reports: After each test/inspection, promptly submit _____ copies of report to Architect and to Contractor.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.
 - i. Results of test/inspection.
 - j. Compliance with Contract Documents.
 - k. When requested by Architect, provide interpretation of results.
 - 2. Test report submittals are for Architect's knowledge as contract administrator for the limited purpose of assessing compliance with information given and the design concept expressed in the contract documents, or for Owner's information.
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Architect, in quantities specified for Product Data.
 - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product, but must be acceptable to Architect.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. As indicated in individual specification sections, Owner or Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

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

2.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Notify Architect fifteen (15) working days in advance of dates and times when mock-ups will be constructed.
- E. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- F. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- G. Accepted mock-ups shall be a comparison standard for the remaining Work.
- H. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.

2.03 TESTING AND INSPECTION

- A. Testing Agency Duties:
 - 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 - 2. Perform specified sampling and testing of products in accordance with specified standards.
 - 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.

4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of Work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests/inspections specified.
- B. Limits on Testing/Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the Work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the Work.
- C. Contractor Responsibilities:
1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to Work to be tested/inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
 - c. To facilitate tests/inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- D. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- E. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

2.04 DEFECT ASSESSMENT

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

END OF SECTION 01 4000

**SECTION 01 4100
REGULATORY REQUIREMENTS**

PART 1 GENERAL

1.01 SUMMARY OF REFERENCE STANDARDS

- A. Regulatory requirements applicable to this project are the following:
- B. 28 CFR 35 - Nondiscrimination on the Basis of Disability in State and Local Government Services; Final Rule; Department of Justice; current edition.
- C. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- D. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- E. 29 CFR 1910 - Occupational Safety and Health Standards; current edition.
- F. State of Arkansas amendments to some or all of the following.
- G. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.
- H. ICC (IFC) - International Fire Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. ICC (IRC) - International Residential Code for One- and Two-Family Dwellings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- J. Plumbing Code: Arkansas Plumbing Code.
- K. Mechanical Code: Arkansas Mechanical Code.
- L. Fuel Gas Code: Arkansas Fuel Gas Code.
- M. Energy Code: Arkansas Energy Code.

1.02 RELATED REQUIREMENTS

- A. Section 01 4000 - Quality Requirements.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 4100

SECTION 01 4216
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION 01 4216

SECTION 01 4533
CODE-REQUIRED SPECIAL INSPECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.

1.02 DEFINITIONS

- A. Code or Building Code: ICC (IBC)-2012 Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.
- C. National Institute of Standards and Technology (NIST).
- D. Special Inspection:
 - 1. Special inspections are inspections and testing of materials, installation, fabrication, erection or placement of components and connections mandated by the AHJ that also require special expertise to ensure compliance with the approved contract documents and the referenced standards.
 - 2. Special inspections are separate from and independent of tests and inspections conducted by Owner or Contractor for the purposes of quality assurance and contract administration.

1.03 REFERENCE STANDARDS

- A. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; 2014 (Errata 2017).
- B. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.
- C. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction; 2012a.
- D. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection; 2018.
- E. AWS D1.4/D1.4M - Structural Welding Code - Reinforcing Steel; 2011.
- F. ICC (IBC)-2012 - International Building Code; 2012.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency shall:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- C. Testing Agency Qualifications: Prior to the start of work, the Testing Agency shall:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.

3. Submit certification that Testing Agency is acceptable to AHJ.
- D. Special Inspection Reports: After each special inspection, Special Inspector shall promptly submit two copies of report; one to Architect and one to the AHJ.
 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.
 - h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with Contract Documents.
 2. Final Special Inspection Report: Document special inspections and correction of discrepancies prior to the start of the work.

1.05 SPECIAL INSPECTION AGENCY

- A. Owner or Architect will employ services of a Special Inspection Agency to perform inspections and associated testing and sampling in accordance with ASTM E329 and required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SCHEDULE OF SPECIAL INSPECTIONS, GENERAL

- A. Frequency of Special Inspections: Special Inspections are indicated as continuous or periodic.
 1. Continuous Special Inspection: Special Inspection Agency shall be present in the area where the work is being performed and observe the work at all times the work is in progress.
 2. Periodic Special Inspection: Special Inspection Agency shall be present in the area where work is being performed and observe the work part-time or intermittently and at the completion of the work.

3.02 SPECIAL INSPECTIONS FOR CONCRETE CONSTRUCTION

- A. Reinforcing Steel, Including Prestressing of Tendons and Placement: Verify compliance with approved contract documents and ACI 318, Sections 3.5 and 7.1 through 7.7; periodic.
- B. Reinforcing Steel Welding: Verify compliance with AWS D1.4/D1.4M and ACI 318, Section 3.5.2; periodic.
- C. Design Mix: Verify plastic concrete complies with the design mix in approved contract documents and with ACI 318, Chapter 4 and 5.2; periodic.
- D. Specified Curing Temperature and Techniques: Verify compliance with approved contract documents and ACI 318, Sections 5.11 through 5.13; periodic.
- E. Concrete Strength in Situ: Verify concrete strength complies with approved contract documents and ACI 318, Section 6.2, for the following.
- F. Formwork Shape, Location and Dimensions: Verify compliance with approved contract documents and ACI 318, Section 6.1.1; periodic.

3.03 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

- A. Masonry Structures Subject to Special Inspection:
 1. Empirically designed masonry, glass unit masonry and masonry veneer in structures designated as "essential facilities".

2. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved contract documents and the applicable articles of TMS 402/602.
 1. Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved contract documents; periodic.
 - b. Verify approval of submittals required by contract documents; periodic.
 2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
 3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
 4. Joints and Accessories: When masonry construction begins, verify:
 - a. Proportions of site prepared mortar; periodic.
 - b. Construction of mortar joints; periodic.
 - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
 5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
 - a. Size and location of structural elements; periodic.
 - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
 - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - d. Welding of reinforcing bars; continuous.
 6. Grouting Preparation: Prior to grouting, verify:
 - a. Grout space is clean; periodic.
 - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
 - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
 - d. Correctly constructed mortar joints; periodic.
 7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

3.04 SPECIAL INSPECTIONS FOR SOILS

- A. Materials and Placement: Verify each item below complies with approved construction documents and approved geotechnical report.
 1. Design bearing capacity of material below shallow foundations; periodic.
 2. Design depth of excavations and suitability of material at bottom of excavations; periodic.
 3. Materials, densities, lift thicknesses; placement and compaction of backfill: continuous.
 4. Subgrade, prior to placement of compacted fill; periodic.
- B. Testing: Classify and test excavated material; periodic.

3.05 SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE

- A. Designated Seismic System Verification: Verify label, anchorage or mounting complies with certificate of compliance provided by manufacturer or fabricator.
- B. Structural Observations for Seismic Resistance: Visually observe structural system for general compliance with the approved contract documents; periodic.

END OF SECTION 01 4533

SECTION 01 6000
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 01 2500 - Substitution Procedures: Substitutions made during procurement and/or construction phases.
- B. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Requirements for VOC-restricted product categories.
- C. Section 01 7419 - Construction Waste Management and Disposal: Waste disposal requirements potentially affecting product selection, packaging and substitutions.

1.02 SUBMITTALS

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

PART 2 PRODUCTS

2.01 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by the Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
- C. Where other criteria are met, Contractor shall give preference to products that:
 - 1. If used on interior, have lower emissions, as defined in Section 01 6116.
 - 2. If wet-applied, have lower VOC content, as defined in Section 01 6116.

2.02 PRODUCT OPTIONS

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

PART 3 EXECUTION

3.01 SUBSTITUTION LIMITATIONS

- A. See Section 01 2500 - Substitution Procedures.

3.02 TRANSPORTATION AND HANDLING

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

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

3.03 STORAGE AND PROTECTION

- A. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication. See Section 01 7419.
- B. Store and protect products in accordance with manufacturers' instructions.
- C. Store with seals and labels intact and legible.
- D. Store sensitive products in weathertight, climate-controlled enclosures in an environment favorable to product.
- E. For exterior storage of fabricated products, place on sloped supports above ground.
- F. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- G. Comply with manufacturer's warranty conditions, if any.
- H. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- I. Prevent contact with material that may cause corrosion, discoloration, or staining.
- J. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- K. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION 01 6000

SECTION 01 6116

VOLATILE ORGANIC COMPOUND (VOC) CONTENT RESTRICTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Requirements for Indoor-Emissions-Restricted products.
- B. Requirements for VOC-Content-Restricted products.

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittal procedures.

1.03 DEFINITIONS

- A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:
- B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:
 - 1. Interior paints and coatings applied on site.
 - 2. Interior adhesives and sealants applied on site, including flooring adhesives.
- C. Interior of Building: Anywhere inside the exterior weather barrier.
- D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.
- E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.
- F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically the following:
 - 1. Concrete.
 - 2. Clay brick.
 - 3. Metals that are plated, anodized, or powder-coated.
 - 4. Glass.
 - 5. Ceramics.
 - 6. Solid wood flooring that is unfinished and untreated.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).
- C. CAL (CDPH SM) - Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions From Indoor Sources Using Environmental Chambers; 2017, v1.2.
- D. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.
- E. CHPS (HPPD) - High Performance Products Database; Current Edition at www.chps.net/.
- F. CRI (GLP) - Green Label Plus Testing Program - Certified Products; Current Edition.
- G. SCAQMD 1113 - Architectural Coatings; 1977 (Amended 2016).
- H. SCAQMD 1168 - Adhesive and Sealant Applications; 1989 (Amended 2017).
- I. SCS (CPD) - SCS Certified Products; Current Edition.
- J. UL (GGG) - GREENGUARD Gold Certified Products; Current Edition.

1.05 SUBMITTALS

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

- B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.06 QUALITY ASSURANCE

- A. Indoor Emissions Standard and Test Method: CAL (CDPH SM), using Standard Private Office exposure scenario and the allowable concentrations specified in the method, and range of total VOC's after 14 days.
 - 1. Wet-Applied Products: State amount applied in mass per surface area.
 - 2. Paints and Coatings: Test tinted products, not just tinting bases.
 - 3. Evidence of Compliance: Acceptable types of evidence are the following;
 - a. Current UL (GGG) certification.
 - b. Current SCS (CPD) Floorscore certification.
 - c. Current SCS (CPD) Indoor Advantage Gold certification.
 - d. Current listing in CHPS (HPPD) as a low-emitting product.
 - e. Current CRI (GLP) certification.
 - f. Test report showing compliance and stating exposure scenario used.
 - 4. Product data submittal showing VOC content is NOT acceptable evidence.
 - 5. Manufacturer's certification without test report by independent agency is NOT acceptable evidence.
- B. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.
 - 1. Evidence of Compliance: Acceptable types of evidence are:
 - a. Report of laboratory testing performed in accordance with requirements.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.
- B. Indoor-Emissions-Restricted Products: Comply with Indoor Emissions Standard and Test Method, except for:
 - 1. Inherently Non-Emitting Materials.
- C. VOC-Content-Restricted Products: VOC content not greater than required by the following:
 - 1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.
 - 2. Joint Sealants: SCAQMD 1168 Rule.
 - 3. Paints and Coatings: Each color; most stringent of the following:
 - a. 40 CFR 59, Subpart D.
 - b. SCAQMD 1113 Rule.
 - c. CARB (SCM).

PART 3 EXECUTION

3.01 FIELD QUALITY CONTROL

- A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.
- B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Contractor.

END OF SECTION 01 6116

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

- A. Section 07 8400 - Firestopping.

1.02 COORDINATION

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

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 01 6000 - Product Requirements.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 GENERAL INSTALLATION REQUIREMENTS

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

3.04 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-complying work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material in accordance with Section 07 8400, to full thickness of the penetrated element.
- I. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.05 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.

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

3.06 PROTECTION OF INSTALLED WORK

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

3.07 ADJUSTING

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

3.08 FINAL CLEANING

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

3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's Notice of Substantial Completion.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

END OF SECTION 01 7000

SECTION 01 7419

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 GENERAL

1.01 WASTE MANAGEMENT REQUIREMENTS

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor shall submit periodic Waste Disposal Reports; all landfill disposal, incineration, recycling, salvage, and reuse must be reported regardless of to whom the cost or savings accrues; use the same units of measure on all reports.
- E. Methods of trash/waste disposal that are not acceptable are:
 - 1. Burning on the project site.
 - 2. Burying on the project site.
 - 3. Dumping or burying on other property, public or private.
 - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

1.02 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.
- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.

- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
 - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
 - 2. Submit Report on a form acceptable to Owner.
 - 3. Landfill Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project disposed of in landfills.
 - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 4. Incinerator Disposal: Include the following information:
 - a. Identification of material.
 - b. Amount, in tons or cubic yards (cubic meters), of trash/waste material from the project delivered to incinerators.
 - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - 5. Recycled and Salvaged Materials: Include the following information for each:
 - a. Identification of material, including those retrieved by installer for use on other projects.
 - b. Amount, in tons or cubic yards (cubic meters), date removed from the project site, and receiving party.
 - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
 - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
 - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
 - 6. Material Reused on Project: Include the following information for each:
 - a. Identification of material and how it was used in the project.
 - b. Amount, in tons or cubic yards (cubic meters).
 - c. Include weight tickets as evidence of quantity.
 - 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

PART 3 EXECUTION

2.01 WASTE MANAGEMENT PROCEDURES

- A. See Section 01 3000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 01 5000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 01 6000 for waste prevention requirements related to delivery, storage, and handling.

- D. See Section 01 7000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

2.02 WASTE MANAGEMENT PLAN IMPLEMENTATION

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
 - 1. Pre-bid meeting.
 - 2. Pre-construction meeting.
 - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
 - 1. Provide containers as required.
 - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
 - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

END OF SECTION 01 7419

SECTION 01 7800
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 3000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

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

PART 3 EXECUTION

2.01 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Addenda.
 - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Field changes of dimension and detail.
 - 2. Details not on original Contract drawings.

2.02 OPERATION AND MAINTENANCE DATA

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

2.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. For Each Item of Equipment and Each System:
 - 1. Description of unit or system, and component parts.
 - 2. Identify function, normal operating characteristics, and limiting conditions.
 - 3. Include performance curves, with engineering data and tests.
 - 4. Complete nomenclature and model number of replaceable parts.
- B. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Additional Requirements: As specified in individual product specification sections.

2.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch (216 by 280 mm) three D side ring binders with durable plastic covers; 2 inch (50 mm) maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Project Directory: Title and address of Project; names, addresses, and telephone numbers of Architect, Consultants, Contractor and subcontractors, with names of responsible parties.
- F. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.

- G. Dividers: Provide tabbed dividers for each separate product and system; identify the contents on the divider tab; immediately following the divider tab include a description of product and major component parts of equipment.
- H. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- I. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

2.05 WARRANTIES AND BONDS

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

END OF SECTION 01 7800

SECTION 03 3000
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete formwork.
- B. Floors and slabs on grade.
- C. Concrete foundation walls.
- D. Concrete reinforcement.
- E. Concrete curing.

1.02 REFERENCE STANDARDS

- A. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International; 2005.
- B. ACI 302.1R - Guide for Concrete Floor and Slab Construction; American Concrete Institute International; 2004 (errata 2007).
- C. ACI 304R - Guide for Measuring, Mixing, Transporting, and Placing Concrete; American Concrete Institute International; 2000.
- D. ACI 305R - Hot Weather Concreting; American Concrete Institute International; 1999.
- E. ACI 306R - Cold Weather Concreting; American Concrete Institute International; 1988 (Reapproved 2002).
- F. ACI 308R - Guide to Curing Concrete; American Concrete Institute International; 2001 (Reapproved 2008).
- G. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International; 2008.
- H. ASTM A 615/A 615M - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement; 2007.
- I. ASTM C 39/C 39M - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2005.
- J. ASTM C 94/C 94M - Standard Specification for Ready-Mixed Concrete; 2007.
- K. ASTM C 143/C 143M - Standard Test Method for Slump of Hydraulic-Cement Concrete; 2008.
- L. ASTM C 171 - Standard Specification for Sheet Materials for Curing Concrete; 2007.
- M. ASTM C 1107/C 1107M - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink); 2008.
- N. ASTM E 1745 - Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs; 2009.

1.03 SUBMITTALS

- A. See administrative requirements given by the architect, for submittal procedures.
- B. Product Data: Submit manufacturers' data on manufactured products showing compliance with specified requirements.
- C. Samples: Submit samples of underslab vapor retarder to be used.
- D. Project Record Documents: Accurately record actual locations of embedded utilities and components that will be concealed from view upon completion of concrete work.

1.04 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 FORMWORK

- A. Forms For Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces.
- B. Forms For Unexposed Finish Concrete: Use plywood, lumber, metal, or other acceptable material. If lumber is used, it must be dressed on at least 2 edges and 2 sides for a tight fit.
- C. Form Coatings: Commercial formulation form coating compound with maximum VOC of 350 mg/l that will not bond with, stain, nor adversely affect concrete surfaces, will not impair subsequent treatments of concrete surfaces.
- D. Form Ties: Factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units that will leave no metal closer than 1-1/2" to exposed surface.
 - 1. Provide ties that, when removed, will leave holes not larger than 1" diameter in concrete surface.

2.02 REINFORCEMENT

- A. Reinforcing Steel: ASTM A 615/A 615M Grade 60 (420).
 - 1. Type: Deformed billet-steel bars.
 - 2. Finish: Unfinished, unless otherwise indicated.
 - 3. Reinforcement Accessories:
 - a. Tie Wire: Annealed, minimum 16 gage.
 - b. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement.
 - c. Provide galvanized components for placement within 1-1/2 inches of weathering surfaces.

2.03 ACCESSORY MATERIALS

- A. Non-shrink Grout: ASTM C 1107/C 1107M; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents.
- B. Moisture-Retaining Cover: ASTM C 171; regular curing paper, white curing paper, clear polyethylene, or white burlap-polyethylene sheet.

2.04 MIXING

- A. Transmit Mixers: Comply with ASTM C 94/C 94M.

PART 3 - EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

- A. Formwork: Comply with requirements of ACI 301. Design and fabricate forms to support all applied loads until concrete is cured, and for easy removal without damage to concrete.
- B. Verify that forms are clean and free of rust before applying release agent.
- C. Coordinate placement of embedded items with erection of concrete formwork and placement of form accessories.
- D. Interior Slabs on Grade: Install vapor retarder under interior slabs on grade and under and up sides of grade beams and footings. Lap joints minimum 6 inches. Seal joints, seams and penetrations watertight with manufacturer's recommended products and follow manufacturer's written instructions. Repair damaged vapor retarder before covering.

3.03 INSTALLING REINFORCEMENT

- A. Comply with requirements of ACI 301. Clean reinforcement of loose rust and mill scale, and accurately position, support, and secure in place to achieve not less than minimum concrete coverage required for protection.

3.04 PLACING CONCRETE

- A. Place concrete in accordance with ACI 304R.
- B. Place concrete for floor slabs in accordance with ACI 302.1R.
- C. Notify architect not less than 24 hours prior to commencement of placement operations for inspections.
- D. Ensure reinforcement, inserts, waterstops, embedded parts, and formed construction joint devices will not be disturbed during concrete placement.
- E. Repair underslab vapor retarder damaged during placement of concrete reinforcing. Repair with vapor retarder material; lap over damaged areas minimum 6 inches and seal watertight.
- F. Separate slabs on grade from vertical surfaces with joint filler.
- G. Place joint filler in floor slab pattern placement sequence. Set top to required elevations. Secure to resist movement by wet concrete.
- H. Extend joint filler from bottom of slab to within 1/2 inch of finished slab surface. Conform to Section 07900 for finish joint sealer requirements.
- I. Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.
- J. Place concrete continuously between predetermined expansion, control, and construction joints.
- K. Do not interrupt successive placement; do not permit cold joints to occur.
- L. Saw cut joints within 24 hours after placing. Use 3/16 inch thick blade, cut into 1/4 depth of slab thickness.
- M. Screed floors level, maintaining surface flatness of maximum 1/4 inch in 10 ft.

3.05 CONCRETE FINISHING

- A. Repair surface defects, including tie holds, immediately after removing formwork.
- B. Unexposed Form Finish: Rub down or chip off fins or other raised areas 1/4 inch or more in height.
- C. Exposed Form Finish: Rub down or chip off and smooth fins or other raised areas 1/8 inch or more in height. Provide finish as follows:
 - 1. Grout Cleaned Finish: Finish to requirements of ACI 301. Wet areas to be cleaned and apply grout mixture by brush or spray; scrub immediately to remove excess grout. After drying, rub vigorously with clean burlap, and keep moist for 36 hours.
 - 2. Concrete Slabs: Finish to requirements of ACI 302.1R, and as follows:
 - a. Surfaces to Receive Thin Floor Coverings: "Steel trowel" as described in ACI 301.1R; thin floor coverings include carpeting, resilient flooring, seamless flooring, thin set quarry tile, and thin set ceramic tile.
 - b. Pavements, walks, and ramps: "broom finish" as described in ACI 302. 1R, and providing the minimum local F-number values.
 - c. Other Surfaces to Be Left Exposed: "Steel trowel" as described in ACI 302.1R, minimizing burnish marks and other appearance defects.

3.06 CURING AND PROTECTION

- A. Comply with requirements of ACI 308R. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.
- B. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.
 - 1. Normal concrete: Not less than 7 days.
 - 2. Surfaces Not in Contact with Forms:
 - a. Initial Curing: Start as soon as free water has disappeared and before surface is dry. Wet surface and cover with plastic sheeting secured in place. Keep covered and moist for five days.

- b. Final Curing: Begin after initial curing but before surface is dry.
- c. Moisture-Retaining Cover: Seal in place with waterproof tape or adhesive.

3.07 FIELD QUALITY CONTROL

- A. An independent testing agency will perform quality control tests.
- B. Provide free access to concrete operations at project site and cooperate with appointed firm.
- C. Submit proposed mix design of each class of concrete to inspection and testing firm for review prior to commencement of concrete operations.
- D. Tests of concrete and concrete materials may be performed at any time to ensure conformance with specified requirements.
- E. Compressive Strength Tests: ASTM C 39/C 39M. For each test, mold and cure three concrete test cylinders. Obtain test samples for every 100 cu yd or less of each class of concrete placed.
- F. Take one additional test cylinder during cold weather concreting, cured on job site under same conditions as concrete it represents.
- G. Perform one slump test for each set of test cylinders taken, following procedures of ASTM C 143/C 143M.

3.08 DEFECTIVE CONCRETE

- A. Test Results: The testing agency shall report test results in writing to architect and general contractor within 24 hours of test.
- B. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.
- C. Repair or replacement of defective concrete will be determined by the architect. The cost of additional testing shall be borne by general contractor when defective concrete is identified.
- D. Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of the architect for each individual area.

END OF SECTION 03 3000

SECTION 04 2000
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar.
- C. Reinforcement and anchorage.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Installation of dovetail slots for masonry anchors.
- B. Section 06 1000 - Rough Carpentry: Nailing strips built into masonry.
- C. Section 07 2100 - Thermal Insulation: Insulation for cavity spaces.
- D. Section 07 9200 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement; 2016.
- C. ASTM A641/A641M - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire; 2009a (Reapproved 2014).
- D. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement; 2016.
- E. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.
- F. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2016a.
- G. ASTM C91/C91M - Standard Specification for Masonry Cement; 2012.
- H. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2017.
- I. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2017.
- J. ASTM C150/C150M - Standard Specification for Portland Cement; 2018.
- K. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2014a.
- L. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- M. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength; 2013, with Editorial Revision (2014).
- N. ASTM C1148 - Standard Test Method for Measuring the Drying Shrinkage of Masonry Mortar; 1992a (Reapproved 2014).
- O. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms; 2016.
- P. ASTM E514/E514M - Standard Test Method for Water Penetration and Leakage Through Masonry; 2014a.
- Q. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.

- C. Samples: Submit four samples of decorative block units to illustrate color, texture, and extremes of color range.
- D. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.
- E. Manufacturer's Certificate: Certify that water repellent admixture manufacturer has certified masonry unit manufacturer as an approved user of water repellent admixture in the manufacture of concrete block.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of the contract documents.
- B. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.

1.06 MOCK-UP

- A. Construct a masonry wall as a mock-up panel sized 8 feet (2.4 m) long by 8 feet (___ m) high; include mortar, accessories, structural backup, and flashings (with lap joint, corner, and end dam) in mock-up.
- B. Locate where directed.
- C. Mock-up may remain as part of the Work.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches (400 by 200 mm) and nominal depths as indicated on drawings for specific locations.
 - 2. Load-Bearing Units: ASTM C90, normal weight.
 - a. Hollow block, as indicated.
 - b. Exposed Faces: Special color and texture where indicated, as follows: To be selected from manufacturer's standard pigments. Alternating split-face and smooth as indicated.
 - c. Basis of Design Manufacturers:
 - 1) Nettleton Concrete.
 - 2) Substitutions: See Section 01 6000 - Product Requirements.
 - 3. Non-Loadbearing Units: ASTM C129.
 - a. Hollow block, as indicated.
 - 4. Units with Integral Water Repellent: Concrete block units as specified in this section with polymeric liquid admixture added to concrete masonry units at the time of manufacture.
 - a. Performance of Units with Integral Water Repellent:
 - 1) Water Permeance: When tested per ASTM E514/E514M and for a minimum of 72 hours.
 - (a) No water visible on back of wall above flashing at the end of 24 hours.
 - (b) No flow of water from flashing equal to or greater than 0.032 gallons per hour (0.05 L per hour) at the end of 24 hours.
 - (c) No more than 25 percent of wall area above flashing visibly damp at end of test.
 - 2) Flexural Bond Strength: ASTM C1072; minimum 10 percent increase.
 - 3) Compressive Strength: ASTM C1314; maximum 5 percent decrease.
 - 4) Drying Shrinkage: ASTM C1148; maximum 5 percent increase in shrinkage.
 - b. Use only in combination with mortar that also has integral water repellent admixture.

- c. Use water repellent admixtures for masonry units and mortar by a single manufacturer.

2.02 MORTAR MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type S.
- B. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
- C. Mortar Aggregate: ASTM C144.
- D. Grout Aggregate: ASTM C404.
- E. Water: Clean and potable.
- F. Integral Water Repellent Admixture for Mortar: Polymeric liquid admixture added to mortar at the time of manufacture.
 1. Use only in combination with masonry units manufactured with integral water repellent admixture.
 2. Use only water repellent admixture for mortar from the same manufacturer as water repellent admixture in masonry units.
 3. Meet or exceed performance specified for water repellent admixture used in masonry units.

2.03 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A615/A615M, Grade 40 (40,000 psi) (280 MPa), deformed billet bars; galvanized.
- B. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- C. Single Wythe Joint Reinforcement: ASTM A951/A951M.
 1. Type: Truss or ladder.
 2. Material: ASTM A1064/A1064M steel wire, mill galvanized to ASTM A641/A641M, Class 3.
 3. Size: 0.1483 inch (3.8 mm) side rods with 0.1483 inch (3.8 mm) cross rods; width as required to provide not less than 5/8 inch (16 mm) of mortar coverage on each exposure.
- D. Residential Wall Ties: Corrugated formed sheet metal, 7/8 inch (22 mm) wide by 0.05 inch (1.22 mm) thick, hot dip galvanized to ASTM A 153/A 153M, Class B, sized to extend at least 1-1/2 inches (38 mm) into the veneer with at least 5/8 inch (16 mm) of mortar coverage from masonry face.
- E. Masonry Veneer Anchors: 2-piece anchors that permit differential movement between masonry veneer and structural backup, hot dip galvanized to ASTM A 153/A 153M, Class B.
 1. Anchor plates: Not less than 0.075 inch (1.91 mm) thick, designed for fastening to structural backup through sheathing by two fasteners; provide design with legs that penetrate sheathing and insulation to provide positive anchorage.
 2. Wire ties: Manufacturer's standard shape, 0.1875 inch (4.75 mm) thick.
 3. Vertical adjustment: Not less than 3-1/2 inches (89 mm).

2.04 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
- B. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 1. Masonry below grade and in contact with earth: Type S.
 2. Exterior, loadbearing masonry: Type N.
 3. Exterior, non-loadbearing masonry: Type N.

- B. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.

3.02 PREPARATION

- A. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches (200 mm).

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- F. Interlock intersections and external corners, except for units laid in stack bond.

3.06 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY

3.07 REINFORCEMENT AND ANCHORAGE - MASONRY VENEER

- A. Masonry Back-Up: Embed anchors to bond veneer at maximum 16 inches (400 mm) on center vertically and 36 inches (900 mm) on center horizontally. Place additional anchors at perimeter of openings and ends of panels, so maximum spacing of anchors is 8 inches (200 mm) on center.

3.08 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

3.09 TOLERANCES

- A. Install masonry within the site tolerances found in TMS 402/602.

3.10 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.

- C. Clean soiled surfaces with cleaning solution.

END OF SECTION 04 2000

SECTION 06 1000
ROUGH CARPENTRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural dimension lumber framing.
- B. Non-structural dimension lumber framing.
- C. Rough opening framing for doors, windows, and roof openings.
- D. Sheathing.
- E. Roofing nailers.
- F. Preservative treated wood materials.
- G. Miscellaneous framing and sheathing.
- H. Concealed wood blocking, nailers, and supports.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Setting anchors in concrete.
- B. Section 06 1753 - Shop-Fabricated Wood Trusses.
- C. Section 07 6200 - Sheet Metal Flashing and Trim: Sill flashings.

1.03 REFERENCE STANDARDS

- A. AWC (WFCM) - Wood Frame Construction Manual for One- and Two-Family Dwellings; 2015.
- B. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2016a.
- C. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2017.
- E. ICC-ES AC380 - Acceptance Criteria for Termite Physical Barrier Systems; 2014, with Editorial Revision (2017).
- F. PS 2 - Performance Standard for Wood-Based Structural-Use Panels; 2010.
- G. PS 20 - American Softwood Lumber Standard; 2015.

1.04 SUBMITTALS

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

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

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

for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.

- B. Lumber fabricated from old growth timber is not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Stud Framing (2 by 2 through 2 by 6 (50 by 50 mm through 50 by 150 mm)):
 - 1. Grade: No. 2.
- D. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16 (50 by 150 mm through 100 by 400 mm)):
 - 1. Grade: No. 2.
- E. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 2 or Standard Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Roof Sheathing: Oriented strand board wood structural panel; PS 2.
 - 1. Grade: Structural 1 Sheathing.
 - 2. Bond Classification: Exposure 1.
 - 3. Performance Category: 5/8 PERF CAT.
 - 4. Span Rating: 40/20.
 - 5. Edges: Square.
 - 6. Exposure Time: Sheathing will not delaminate or require sanding due to moisture absorption from exposure to weather for up to 500 days.
 - 7. Provide fastening guide on top panel surface with separate markings indicating fastener spacing for 16 inches (406 mm) and 24 inches (610 mm) on center, respectively.
 - 8. Warranty: Manufacturer's standard lifetime limited warranty against manufacturing defects and that panels will not delaminate or require sanding due to moisture absorption damage from exposure to weather for up to the stated period.
- B. Wall Sheathing: Any PS 2 type.
 - 1. Bond Classification: Exterior.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 5/16 PERF CAT.
 - 5. Edge Profile: Square edge.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Hot-dipped galvanized steel complying with ASTM A153/A153M for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Drywall Screws: Bugle head, hardened steel, power driven type, length three times thickness of sheathing.
- B. Die-Stamped Connectors: Hot dipped galvanized steel, sized to suit framing conditions.
 - 1. For contact with preservative treated wood in exposed locations, provide minimum G185 (Z550) galvanizing complying with ASTM A653/A653M.
- C. Joist Hangers: Hot dipped galvanized steel, sized to suit framing conditions.
 - 1. For contact with preservative treated wood in exposed locations, provide minimum G185 (Z550) galvanizing complying with ASTM A653/A653M.
- D. Sill Gasket on Top of Foundation Wall: 1/4 inch (6 mm) thick, plate width, closed cell plastic foam from continuous rolls.
- E. Termite-Resistant Sill Flashing: Self-adhesive membrane; polyethylene film bonded to sealant.
 - 1. Thickness: 40 mils (0.040 inch) (1 mm).
 - 2. Termite Resistance: 100 percent when tested in accordance with ICC-ES AC380.

- F. Sill Flashing: As specified in Section 07 6200.
- G. Termite Shield: Galvanized sheet steel, ____ inch (____ mm) thick.

2.05 FACTORY WOOD TREATMENT

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

PART 3 EXECUTION

3.01 PREPARATION

- A. Where wood framing bears on cementitious foundations, install full width sill flashing continuous over top of foundation, lap ends of flashing minimum of 4 inches (100 mm) and seal.
- B. Install sill gasket under sill plate of framed walls bearing on foundations; puncture gasket cleanly to fit tightly around protruding anchor bolts.
- C. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

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

3.03 FRAMING INSTALLATION

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

3.04 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to code authorities may be used in lieu of solid wood blocking.

- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Roof Sheathing: Secure panels with long dimension perpendicular to framing members, with ends staggered and over firm bearing.
 - 1. Nail panels to framing; staples are not permitted.
- B. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.

3.06 TOLERANCES

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

3.07 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.

3.08 CLEANING

- A. Waste Disposal: Comply with the requirements of Section 01 7419 - Construction Waste Management and Disposal.
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave any wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION 06 1000

SECTION 06 1753
SHOP-FABRICATED WOOD TRUSSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Shop fabricated wood trusses for roof framing.
- B. Bridging, bracing, and anchorage.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Installation requirements for miscellaneous framing.
- B. Section 06 1000 - Rough Carpentry: Material requirements for blocking, bridging, plates, and miscellaneous framing.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.
- B. TPI 1 - National Design Standard for Metal-Plate-Connected Wood Truss Construction; 2014.
- C. TPI BCSI 1 - Building Component Safety Information Booklet: The Guide to Good Practice for Handling, Installing & Bracing of Metal Plate Connected Wood Trusses; 2015.
- D. TPI DSB-89 - Recommended Design Specification for Temporary Bracing of Metal Plate Connected Wood Trusses; 1989.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on plate connectors, bearing plates, and metal bracing components.
- C. Shop Drawings: Show truss configurations, sizes, spacing, size and type of plate connectors, cambers, framed openings, bearing and anchor details, and bridging and bracing.
 - 1. Include identification of engineering software used for design.
 - 2. Provide shop drawings stamped or sealed by design engineer.
- D. Designer's Qualification Statement.
- E. Fabricator's Qualification Statement.

1.05 QUALITY ASSURANCE

- A. Designer Qualifications: Perform design by or under direct supervision of a Professional Structural _____ Engineer experienced in design of this Work and licensed in Arkansas.
- B. Fabricator Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Handle and erect trusses in accordance with TPI BCSI 1.
- B. Store trusses in vertical position resting on bearing ends.

PART 2 PRODUCTS

2.01 TRUSSES

- A. Wood Trusses: Designed and fabricated in accordance with TPI 1 and TPI DSB-89 to achieve structural requirements indicated.
 - 1. Connectors: Steel plate.
 - 2. Structural Design: Comply with applicable code for structural loading criteria.
 - 3. Roof Deflection: 1/240, maximum.

2.02 MATERIALS

- A. Lumber:
 - 1. Moisture Content: Between 7 and 9 percent.
 - 2. Lumber fabricated from old growth timber is not permitted.
 - 3. Provide lumber harvested within a 500 mile (535 km) radius of the project site.
- B. Steel Connectors: Hot-dipped galvanized steel sheet, ASTM A653/A653M Structural Steel (SS) Grade 33/230, with G90/Z275 coating; die stamped with integral teeth; thickness as indicated.
- C. Truss Bridging: Type, size and spacing recommended by truss manufacturer.

2.03 ACCESSORIES

- A. Wood Blocking, Bridging, Plates, and Miscellaneous Framing: As specified in Section 06 1000.
- B. Fasteners: Electrogalvanized steel, type to suit application.
- C. Bearing Plates: Electrogalvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that supports and openings are ready to receive trusses.

3.02 PREPARATION

- A. Coordinate placement of bearing items.

3.03 ERECTION

- A. Install trusses in accordance with manufacturer's instructions and TPI DSB-89 and TPI BCSI 1; maintain a copy of each TPI document on site until installation is complete.
- B. Set members level and plumb, in correct position.
- C. Make provisions for erection loads, and for sufficient temporary bracing to maintain structure plumb, and in true alignment until completion of erection and installation of permanent bracing.
- D. Install permanent bridging and bracing.

3.04 TOLERANCES

- A. Framing Members: 1/2 inch (12 mm) maximum, from true position.

END OF SECTION 06 1753

SECTION 07 2100
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation at perimeter foundation wall.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Field-applied termiticide for concrete slabs and foundations.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation; 2018.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Include information on special environmental conditions required for installation and installation techniques.

1.05 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Complies with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
 - 2. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
 - 3. Type and Thermal Resistance, R-value (RSI-value): Type IV, 5.0 (0.88) per 1 inch (25.4 mm) thickness at 75 degrees F (24 degrees C) mean temperature.
 - 4. Type and Water Absorption: Type IV, 0.3 percent by volume, maximum, by total immersion.

PART 3 EXECUTION

3.01 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Adhere a 6 inch (150 mm) wide strip of polyethylene sheet over construction, control, and expansion joints with double beads of adhesive each side of joint.
 - 1. Tape seal joints.
- B. Apply adhesive to back of boards:
 - 1. Three continuous beads per board length.
- C. Install boards horizontally on foundation perimeter.
- D. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.02 FIELD QUALITY CONTROL

- A. See Section 01 4000 - Quality Requirements, for additional requirements.

3.03 PROTECTION

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

END OF SECTION 07 2100

SECTION 07 2126
BLOWN INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior Walls: Blown insulation pneumatically placed into wall spaces through access holes.
- B. Attic: Blown insulation pneumatically placed into joist spaces.

1.02 REFERENCE STANDARDS

- A. ASHRAE Std 90.1 I-P - Energy Standard for Buildings Except Low-Rise Residential Buildings; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. ASTM C1015 - Standard Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation; 2017.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and limitations.
- C. Certificates: Certify that products of this section meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Indicate procedure for preparation and installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Blown Insulation:
 - 1. CertainTeed Corporation; _____: www.certainteed.com/#sle.
 - 2. GreenFiber; _____: www.greenfiber.com/#sle.
 - 3. Johns Manville; _____: www.jm.com/#sle.
 - 4. Thermafiber, Inc; _____: www.thermafiber.com/#sle.

2.02 MATERIALS

- A. Applications: Provide blown insulation in attic and exterior walls as indicated on drawings.
- B. Provide blown insulation in accordance with requirements of Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.
- C. Thermal Resistance [R-value (RSI-value)]: Provided minimum values in accordance with applicable edition of ASHRAE Std 90.1 I-P for envelope requirements of building location and climate zone.
- D. Ventilation Baffles: Formed plastic.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate and adjacent materials are dry and ready to receive insulation.
- B. Verify that light fixtures have thermal cut-out device to restrict over-heating in soffit or ceiling spaces.
- C. Verify spaces are unobstructed to allow for proper placement of insulation.

3.02 INSTALLATION

- A. Install insulation and ventilation baffle in accordance with ASTM C1015 and manufacturer's instructions.
- B. Completely fill intended spaces leaving no gaps or voids.

3.03 CLEANING

- A. Remove loose insulation residue.

END OF SECTION 07 2126

SECTION 07 2500
WEATHER BARRIERS

PART 1 - GENERAL

1.01 1.1 SECTION INCLUDES

- A. Weather barrier membrane
- B. Seam Tape
- C. Flashing
- D. Fasteners

1.02 1.2 REFERENCES

- A. ASTM International
 - 1. ASTM C920; Standard Specification for Elastomeric Joint Sealants
 - 2. ASTM C1193; Standard Guide for Use of Joint Sealants
 - 3. ASTM D882; Test Method for Tensile Properties of Thin Plastic Sheeting
 - 4. ASTM D1117; Standard Guide for Evaluating Non-woven Fabrics
 - 5. ASTM E84; Test Method for Surface Burning Characteristics of Building Materials
 - 6. ASTM E96; Test Method for Water Vapor Transmission of Materials
 - 7. ASTM E1677; Specification for Air Retarder Material or System for Framed Building Walls
 - 8. ASTM E2178; Test Method for Air Permeance of Building Materials
 - 9. AATCC - American Association of Textile Chemists and Colorists
 - a. Test Method 127 Water Resistance: Hydrostatic Pressure Test
 - 10. TAPPI
 - a. Test Method T-410; Grams of Paper and Paperboard (Weight per Unit Area)
 - b. Test Method T-460; Air Resistance (Gurley Hill Method)

1.03 1.3 SUBMITTALS

- A. Refer to Section 10 33 00 Administrative Requirements
- B. Product Data: Submit manufacturer current technical literature for each component.
- C. Samples: Weather Barrier membrane, minimum 8-1/2 inches by 11 inch.
- D. Quality Assurance Submittals
 - 1. Manufacturer Instructions: Provide manufacturer's written installation instructions.
 - 2. Closeout Submittals
 - a. Refer to Section 01 78 00 Closeout Submittals

1.04 1.4 QUALITY ASSURANCE

- A. Qualifications
 - 1. Installer shall have experience with installation of similar weather barrier assemblies under similar conditions.
 - 2. Installation shall be in accordance with manufacturer's installation guidelines and recommendations.
 - 3. Source Limitations: Provide weather barrier and accessory materials produced by single manufacturer.

1.05 1.5 DELIVERY, STORAGE AND HANDLING

- A. Refer to Section 01 60 00 Product Requirements
- B. Deliver weather barrier materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Store weather barrier materials as recommended by system manufacturer.

1.06 1.6 SCHEDULING

- A. Review requirements for sequencing of installation of weather barrier assembly with installation of windows, doors, louvers and flashings to provide a weather-tight barrier assembly.

PART 2 - PRODUCTS

2.01 MANUFACTURER

- A. Basis of Design: DuPont; 4417 Lancaster Pike, Chestnut Run Plaza 728, Wilmington, DE 19805; 1-800-44-TYVEK (8-9835); <http://www.construction.tyvek.com>

2.02 2.2 MATERIALS

- A. Basis of Design: spunbonded polyolefin, non-woven, non-perforated, weather barrier is based upon DuPont™ Tyvek® HomeWrap® and related assembly components.
1. Performance Characteristics:
 - a. Air Penetration: <.004 cfm/ft² at 1.57 psf, when tested in accordance with ASTM E2178. Type I per ASTM E1677.
 - b. Water Vapor Transmission: 56 perms, when tested in accordance with ASTM E96-05, Method A.
 - c. Water Penetration Resistance: 250 cm when tested in accordance with AATCC Test Method 127.
 - d. Basis Weight: 1.8 oz/yd², when tested in accordance with TAPPI Test Method T-410.
 - e. Air Resistance: 1200 seconds, when tested in accordance with TAPPI Test Method T-460.
 - f. Tensile Strength: 30/30 lbs/in., when tested in accordance with ASTM D882.
 - g. Tear Resistance: 8/6 lbs, when tested in accordance with ASTM D1117.
 - h. Surface Burning Characteristics: Class A, when tested in accordance with ASTM E84. Flame Spread: 15, Smoke Developed: 15

2.03 2.3 ACCESSORIES

- A. Seam Tape: [2] [or] [3] inch wide, DuPont™ Tyvek® Tape as distributed by DuPont Building Innovations.
- B. Fasteners:
1. DuPont™ Tyvek® Wrap Caps, as distributed by DuPont: #4 nails with large 1-inch plastic cap fasteners, or 1-inch plastic cap staples with leg length sufficient to achieve a minimum penetration of 5/8-inch into the wood stud.
 2. Sealants
 - a. Provide sealants that comply with ASTM C 920, elastomeric polymer sealant to maintain watertight conditions.
 - b. Products:
 - 1) Sealants recommended by the weather barrier manufacturer.
 3. Adhesive:
 - a. Provide adhesive recommended by weather barrier manufacturer.
 - b. Products:
 - 1) Adhesives recommend by the weather barrier manufacturer.
 4. Primer:
 - a. Provide flashing manufacturer recommended primer to assist in adhesion between substrate and flashing.
 - b. Products:
 - 1) Primers recommended by the flashing manufacturer
 5. Flashing
 - a. DuPont™ FlexWrap™ NF, as distributed by DuPont: flexible membrane flashing materials for window openings and penetrations.

PART 3 - EXECUTION

3.01 3.1 EXAMINATION

- A. Verify substrate and surface conditions are in accordance with weather barrier manufacturer recommended tolerances prior to installation of weather barrier and accessories.

3.02 3.2 INSTALLATION - WEATHER BARRIER

- A. Install weather barrier over exterior face of exterior wall substrate in accordance with manufacturer recommendations.
- B. Start weather barrier installation at a building corner, leaving 6-12 inches of weather barrier extended beyond corner to overlap.
- C. Install weather barrier in a horizontal manner starting at the lower portion of the wall surface. Maintain weather barrier plumb and level.
- D. Extend bottom roll edge over sill plate interface 2" to 3" minimum. Seal weather barrier with sealant or tape. Shingle weather barrier over back edge of thru-wall flashings and seal weather barrier with sealant or tape. Ensure weeps are not blocked.
- E. Subsequent layers shall overlap lower layers a minimum of 6 inches horizontally in a shingling manner.
- F. Window and Door Openings: Extend weather barrier completely over openings.
- G. Weather Barrier Attachment:
 - 1. Attach weather barrier to studs through exterior sheathing. Secure using weather barrier manufacturer recommended fasteners, spaced 12 -18 inches vertically on center along stud line, and 24 inch on center, maximum horizontally.
 - 2. Apply 4 inch by 7 inch piece of DuPont™ StraightFlash™ or weather barrier manufacturer approved alternate to weather barrier membrane prior to the installation cladding anchors.

3.03 3.3 SEAMING

- A. Seal seams of weather barrier with seam tape at all vertical and horizontal overlapping seams.
- B. Seal any tears or cuts as recommended by weather barrier manufacturer.

3.04 3.4 OPENING PREPARATION (FOR USE WITH FLANGED WINDOWS)

- A. Cut weather barrier in an "I-cut" pattern. A modified I-cut is also acceptable.
- B.
 - 1. Cut weather barrier horizontally along the bottom and top of the window opening.
 - 1. From the top center of the window opening, cut weather barrier vertically down to the sill
 - 2. Fold side and bottom weather barrier flaps into window opening and fasten.
 - 3. Cut a head flap at 45-degree angle in the weather barrier membrane at window head to expose 8 inches of sheathing. Temporarily secure weather barrier membrane flap away from sheathing with tape.

3.05 3.5 FLASHING

- A. Cut [9-inch] wide DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF a minimum of 12 inches longer than width of sill rough opening. Apply primer as recommended by the manufacturer.
- B. Cover horizontal sill by aligning DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF edge with inside edge of sill. Adhere to rough opening across sill and up jambs a minimum of 6 inches. Secure flashing tightly into corners by working in along the sill before adhering up the jambs.
- C. Fan DuPont™ FlexWrap™ or DuPont™ FlexWrap™ NF at bottom corners onto face of wall. Firmly press in place. Mechanically fasten fanned edges. Mechanical fastening is not required for DuPont™ FlexWrap™ NF.
- D. On exterior, apply continuous bead of sealant to wall or backside of window mounting flange across jambs and head. Do not apply sealant across sill.
- E. Install window according to manufacturer's instructions.
- F. Apply 4-inch wide strips of DuPont™ StraightFlash™ at jambs overlapping entire mounting flange. Extend jamb flashing 1-inch above top of rough opening and below bottom edge of sill flashing.
- G. Apply 4-inch wide strip of DuPont™ StraightFlash™ as head flashing overlapping the mounting flange. Head flashing should extend beyond outside edges of both jamb flashings.

- H. Position weather barrier head flap across head flashing. Adhere using 4-inch wide DuPont™ StraightFlash™ over the 45-degree seams.
- I. Tape head flap in accordance with manufacturer recommendations.
- J. On interior, install backer rod in joint between frame of window and flashed rough framing. Apply sealant around entire window to create air seal. Apply sealant in accordance with sealant manufacturer's instructions and ASTM C1193.

3.06 3.8 THRU-WALL FLASHING INSTALLATION

- A. Apply primer per manufacturer's written instructions.
- B. Install preformed corners and end dams bedded in sealant in appropriate locations along wall.
- C. Starting at a corner, remove release sheet and apply membrane to primed surfaces in lengths of 8 to 10 feet.
- D. Extend membrane through wall and leave ¼ inch minimum exposed to form drip edge.
- E. Roll flashing into place. Ensure continuous and direct contact with substrate.
- F. Lap ends and overlap preformed corners 4 inches minimum. Seal all laps with sealant.
- G. Trim exterior edge of membrane 1-inch and secure metal drip edge per manufacturer's written instructions.
- H. Terminate membrane on vertical wall. [Terminate into reglet, counterflashing or with termination bar.]
- I. Apply sealant bead at each termination.

3.07 3.9 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT BASE OF WALL

- A. Overlap thru-wall flashing with weather barrier by 6-inches.
- B. Mechanically fasten bottom of weather barrier through top of thru-wall flashing.
- C. Seal vertical and horizontal seams with tape or sealing membrane.

3.08 3.10 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT SHELF ANGLE

- A. Seal weather barrier to bottom of shelf angle with sealing membrane.
- B. Apply thru-wall flashing to top of shelf angle. Overlap thru-wall flashing with weather barrier by 6-inches.
- C. Seal bottom of weather barrier to thru-wall flashing with tape or sealing membrane.

3.09 3.11 THRU-WALL FLASHING / WEATHER BARRIER INTERFACE AT WINDOW HEAD

- A. Cut flap in weather barrier at window head.
- B. Prime exposed sheathing.
- C. Install lintel as required. Verify end dams extend 4 inches minimum beyond opening.
- D. Install end dams bedded in sealant.
- E. Adhere 2 inches minimum thru-wall flashing to wall sheathing. Overlap lintel with thru-wall flashing and extend ¼ inch minimum beyond outside edge of lintel to form drip edge.
- F. Apply sealant along thru-wall flashing edges.
- G. Fold weather barrier flap back into place and tape bottom edge to thru-wall flashing.
- H. Tape diagonal cuts of weather barrier.
- I. Secure weather barrier flap with fasteners.

3.10 3.12 PROTECTION

- A. Protect installed weather barrier from damage.

END OF SECTION 07 2500

SECTION 07 2600
UNDER-SLAB RADON VAPOR INTRUSION BARRIER

PART 1 - GENERAL

1.01 SUMMARY

- A. Products supplied under this section:
 - 1. Vapor intrusion barrier and accessories for installation under concrete slabs.
- B. Related sections:
 - 1. Section 03 30 00 Cast-in-Place Concrete

1.02 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. ASTM E1745-17 Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill Under Concrete Slabs.
 - 2. ASTM E1643-18a Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs.
- B. Technical Reference - American Concrete Institute (ACI):
 - 1. ACI 302.2R-06 Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
 - 2. ACI 302.1R-15 Guide to Concrete Floor and Slab Construction.

1.03 SUBMITTALS

- A. Quality control/assurance:
 - 1. Summary of test results per paragraph 9.3 of ASTM E1745.
 - 2. Summary of independent testing documenting permeation testing for hydrocarbons and chlorinated solvents.
 - 3. Manufacturer's warranty.
 - 4. Manufacturer's samples and literature.
 - 5. Manufacturer's installation instructions for placement, seaming, penetration prevention and repair, perimeter seal, and any additional procedures to account for vapor intrusion.
 - 6. All mandatory ASTM E1745 testing must be performed on a single production roll per ASTM E1745 Section 8.1.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Basis of Design - Vapor intrusion barrier products:
 - 1. Drago Wrap Vapor Intrusion Barrier by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.

2.02 ACCESSORIES

- A. Seams:
 - 1. Drago Tape by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.
- B. Sealing Penetrations of Vapor Intrusion Barrier:
 - 1. Drago Sealant by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.
 - 2. Drago Sealant Form by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.
 - 3. Drago Tape by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.
- C. Perimeter/edge seal:
- D. DragoTack Tape by Stego Technology LLC, (877) 464-7834 www.stegoindustries.com.
- E. Penetration Prevention:
 - 1. Beast Foot by Stego Industries LLC, (877) 464-7834 www.stegoindustries.com.
- F. Vapor Barrier-Safe Screed System
 - 1. Beast Screed by Stego Industries, LLC, (877) 464-7834 www.stegoindustries.com.
 - 2. Beast Hook by Stego Industries, LLC, (877) 464-7834 www.stegoindustries.com.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Ensure that subsoil is approved by Architect or Geotechnical Engineer.
 - 1. Level and compact base material.

3.02 INSTALLATION

- A. Install vapor barrier in accordance ASTM E1643 and manufacturer's instructions.
 - 1. Unroll Drago Wrap with the longest dimension parallel with the direction of the concrete placement and face laps away from the expected direction of the placement whenever possible. Drago Wrap must be installed with the gray side facing the subgrade.
 - 2. Extend Drago Wrap to the perimeter of the slab. If practicable, terminate it at the top of the slab, or terminate at impediments such as dowels, waterstops, or any other site condition requiring early termination of the vapor barrier. Consult the structural engineer and environmental engineer of record before proceeding. At the point of termination, seal Drago Wrap to the foundation wall or grade beam.
 - 3. Seal Drago Wrap along its terminating edge to the entire perimeter wall or footing/grade beam with double sided DragoTack Tape per manufacturer's instructions. Ensure the concrete is clean and dry prior to adhering tape.
 - 4. Overlap joints a minimum of 12 inches and seal with Drago Tape.
 - 5. Apply Drago Tape to a clean and dry Drago Wrap.
 - 6. Seal all penetrations per manufacturer's instructions.
 - 7. For interior forming applications, avoid the use of non-permanent stakes driven through vapor barrier. Use blunt-end and/or threaded nail stakes (screed pad posts) and insert them into Beast Foot. Ensure Beast Foot's peel-and-stick adhesive base is fully adhered to Drago Wrap.
 - 8. 7. If non-permanent stakes must be driven through Drago Wrap, repair per manufacturer's instructions.
 - 9. Use reinforcing bar supports with base sections that eliminate or minimize the potential for puncture of Drago Wrap.
 - 10. Repair damaged areas by cutting patches of Drago Wrap, overlapping damaged area a minimum of 6 inches, and taping all sides with Drago Tape.
 - 11. For vapor barrier-safe concrete screeding applications, install Beast Screed (vapor barrier-safe screed system) per manufacturer's instructions prior to placing concrete.

END OF SECTION 07 2600

SECTION 07 4113
METAL ROOF PANELS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Architectural roofing system of preformed steel panels.
- B. Attachment system.
- C. Finishes.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Roof sheathing.
- B. Section 07 9200 - Joint Sealants: Sealing joints between metal roof panel system and adjacent construction.

1.03 REFERENCE STANDARDS

- A. ASTM A792/A792M - Standard Specification for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot-Dip Process; 2010 (Reapproved 2015).
- B. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2017.
- C. IAS AC472 - Accreditation Criteria for Inspection Programs for Manufacturers of Metal Building Systems; 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Storage and handling requirements and recommendations.
 - 2. Installation methods.
 - 3. Specimen warranty.
- C. Shop Drawings: Include layouts of roof panels, details of edge and penetration conditions, spacing and type of connections, flashings, underlayments, and special conditions.
 - 1. Show work to be field-fabricated or field-assembled.
- D. Verification Samples: For each roofing system specified, submit samples of minimum size 12 inches (305 mm) square, representing actual roofing metal, thickness, profile, color, and texture.
 - 1. Include typical panel joint in sample.
 - 2. Include typical fastening detail.
- E. Manufacturer Qualification Statement: Provide documentation showing metal roof panel fabricator is accredited under IAS AC472.
- F. Warranty: Submit specified manufacturer's warranty and ensure that forms have been completed in Owner's name and are registered with manufacturer.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section, with not less than three years of documented experience.
 - 1. Accredited by IAS in accordance with IAS AC472.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.

1.06 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.

- B. Finish Warranty: Provide manufacturer's special warranty covering failure of factory-applied exterior finish on metal roof panels and agreeing to repair or replace panels that show evidence of finish degradation, including significant fading, chalking, cracking, or peeling within specified warranty period of twenty years from Date of Substantial Completion.
- C. Waterproofing Warranty: Provide manufacturer's warranty for weathertightness of roofing system, including agreement to repair or replace roofing that fails to keep out water within specified warranty period of twenty years from Date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: ACI Metal Roofing Systems: SnapLok.

2.02 ARCHITECTURAL METAL ROOF PANELS

- A. Architectural Metal Roofing: Provide complete engineered system complying with specified requirements and capable of remaining weathertight while withstanding anticipated movement of substrate and thermally induced movement of roofing system.
- B. Metal Panels: Factory-formed panels with factory-applied finish.
 - 1. Steel Panels:
 - a. Aluminum-zinc alloy-coated steel complying with ASTM A792/A792M; minimum AZ55 (AZM165) coating.
 - b. Steel Thickness: Minimum 24 gage (0.024 inch) (0.61 mm).
 - 2. Profile: Standing seam, with minimum 1.75 inch (___ mm) seam height; concealed fastener system for field seaming with special tool.
 - 3. Texture: Smooth, with intermediate ribs for added stiffness.
 - 4. Width: Maximum panel coverage of 18 inches (457 mm).

2.03 ATTACHMENT SYSTEM

- A. Concealed System: Provide manufacturer's standard stainless steel or nylon-coated aluminum concealed anchor clips designed for specific roofing system and engineered to meet performance requirements, including anticipated thermal movement.

2.04 FABRICATION

- A. Panels: Provide factory fabricated panels and accessory items, using manufacturer's standard processes as required to achieve specified appearance and performance requirements.
- B. Joints: Provide captive gaskets, sealants, or separator strips at panel joints to ensure weathertight seals, eliminate metal-to-metal contact, and minimize noise from panel movements.

2.05 FINISHES

- A. Fluoropolymer Coating System: Manufacturer's standard multi-coat thermocured coating system, including minimum 70 percent fluoropolymer color topcoat with minimum total dry film thickness of 0.9 mil (0.023 mm); color and gloss Galvalume.

2.06 ACCESSORIES

- A. Miscellaneous Sheet Metal Items: Provide flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, and equipment curbs of the same material, thickness, and finish as used for the roofing panels. Items completely concealed after installation may optionally be made of stainless steel.
- B. Rib and Ridge Closures: Provide prefabricated, close-fitting components of steel with corrosion resistant finish or combination steel and closed-cell foam.
- C. Sealants:
 - 1. Exposed Sealant: Elastomeric; silicone, polyurethane, or silyl-terminated polyether/polyurethane.
 - 2. Concealed Sealant: Non-curing butyl sealant or tape sealant.
 - 3. Seam Sealant: Factory-applied, non-skinning, non-drying type.

- D. Underlayment for Wood Substrate: ASTM D226/D226M roofing felt, perforated type; covered by water-resistant rosin-sized building paper.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin installation of preformed metal roof panels until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.02 PREPARATION

- A. Broom clean wood sheathing prior to installation of roofing system.
- B. Coordinate roofing work with provisions for roof drainage, flashing, trim, penetrations, and other adjoining work to assure that the completed roof will be free of leaks.
- C. Separate dissimilar metals by applying a bituminous coating, self-adhering rubberized asphalt sheet, or other permanent method approved by roof panel manufacturer.
- D. Where metal will be in contact with wood or other absorbent material subject to wetting, seal joints with sealing compound and apply one coat of heavy-bodied bituminous paint.

3.03 INSTALLATION

- A. Overall: Install roofing system in accordance with approved shop drawings and panel manufacturer's instructions and recommendations, as applicable to specific project conditions. Anchor all components of roofing system securely in place while allowing for thermal and structural movement.
 - 1. Install roofing system with concealed clips and fasteners.
 - 2. Minimize field cutting of panels. Where field cutting is absolutely required, use methods that will not distort panel profiles. Use of torches for field cutting is absolutely prohibited.
- B. Accessories: Install all components required for a complete roofing assembly, including flashings, gutters, downspouts, trim, moldings, closure strips, preformed crickets, caps, equipment curbs, rib closures, ridge closures, and similar roof accessory items.
- C. Install roofing felt and building paper slip sheet on roof deck before installing preformed metal roof panels. Secure by methods acceptable to roof panel manufacturer, minimizing use of metal fasteners. Apply from eaves to ridge in shingle fashion, overlapping horizontal joints a minimum of 2 inches (50 mm) and side and end laps a minimum of 3 inches (75 mm). Offset seams in building paper and seams in roofing felt.
- D. Roof Panels: Install panels in strict accordance with manufacturer's instructions, minimizing transverse joints except at junction with penetrations.

END OF SECTION 07 4113

SECTION 07 7123
MANUFACTURED GUTTERS AND DOWNSPOUTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pre-finished galvanized steel gutters and downspouts.
- B. Precast concrete splash pads.

1.02 REFERENCE STANDARDS

- A. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2017a.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Pre-Finished Galvanized Steel Sheet: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 0.02 inch (0.6 mm) thick base metal.
 - 1. Finish: Shop pre-coated with PVDF (polyvinylidene fluoride) coating.
 - 2. Color: To match roof panels.

2.02 COMPONENTS

- A. Gutters: Profile as indicated.
- B. Downspouts: CDA Rectangular profile.
- C. Anchors and Supports: Profiled to suit gutters and downspouts.
 - 1. Anchoring Devices: In accordance with CDA requirements.
 - 2. Gutter Supports: Brackets.
 - 3. Downspout Supports: Brackets.
- D. Fasteners: Galvanized steel, with soft neoprene washers.

2.03 ACCESSORIES

- A. Splash Pads: Precast concrete type, size and profiles indicated; minimum 3000 psi (21 MPa) at 28 days, with minimum 5 percent air entrainment.

2.04 FABRICATION

- A. Form gutters and downspouts of profiles and size indicated.
- B. Fabricate with required connection pieces.
- C. Form sections square, true, and accurate in size, in maximum possible lengths, free of distortion or defects detrimental to appearance or performance. Allow for expansion at joints.
- D. Hem exposed edges of metal.
- E. Fabricate gutter and downspout accessories; seal watertight.

2.05 FINISHES

- A. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system; color as selected from manufacturer's standard colors.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install gutters, downspouts, and accessories in accordance with manufacturer's instructions.

END OF SECTION 07 7123

SECTION 07 9200
JOINT SEALANTS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions: Additional requirements for sealants and primers.

1.03 REFERENCE STANDARDS

- A. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2018.
- B. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2016.
- C. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
- D. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
- B. Self-Leveling Sealants: Pourable or self-leveling sealant that has sufficient flow to form a smooth, level surface when applied in a horizontal joint.

2.02 JOINT SEALANT APPLICATIONS

- A. Scope:
 - 1. Exterior Joints: Seal open joints, whether or not the joint is indicated on drawings, unless specifically indicated not to be sealed. Exterior joints to be sealed include, but are not limited to, the following items.
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Other joints indicated below.
 - 2. Interior Joints: Do not seal interior joints unless specifically indicated to be sealed. Interior joints to be sealed include, but are not limited to, the following items.
 - a. Joints between door, window, and other frames and adjacent construction.
 - b. Other joints indicated below.
 - 3. Do not seal the following types of joints.
 - a. Intentional weepholes in masonry.
 - b. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - c. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - d. Joints where installation of sealant is specified in another section.
 - e. Joints between suspended panel ceilings/grid and walls.
- B. Exterior Joints: Use non-sag non-staining silicone sealant, unless otherwise indicated.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.

1. Type ____ - Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
- D. Interior Wet Areas: Bathrooms, restrooms, and kitchens; fixtures in wet areas include plumbing fixtures, countertops, cabinets, and other similar items.
- E. Sound-Rated Assemblies: Walls and ceilings identified as "STC-rated", "sound-rated", or "acoustical".

2.03 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products with levels of volatile organic compound (VOC) content as indicated in Section 01 6116.

2.04 NONSAG JOINT SEALANTS

- A. Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M and A; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 50 percent, minimum.
 2. Non-Staining To Porous Stone: Non-staining to light-colored natural stone when tested in accordance with ASTM C1248.
 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 4. Color: Match adjacent finished surfaces.
- B. Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 1. Color: White.
- C. Polymer Sealant: ASTM C920; single component, cured sealant is paintable and mold/mildew resistant, low odor and VOC, and ultraviolet (UV) resistant.
 1. Color: White.
- D. Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; not expected to withstand continuous water immersion or traffic.
 1. Movement Capability: Plus and minus 25 percent, minimum.
 2. Color: Match adjacent finished surfaces.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 1. Type for Joints Not Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type O - Open Cell Polyurethane.
 2. Type for Joints Subject to Pedestrian or Vehicular Traffic: ASTM C1330; Type B - Bi-Cellular Polyethylene.
 3. Open Cell: 40 to 50 percent larger in diameter than joint width.
 4. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
- B. Preformed Extruded Silicone Joint Seal: Pre-cured low-modulus silicone extrusion, in sizes to fit applications indicated on drawings, combined with a neutral-curing liquid silicone sealant for bonding joint seal to substrates.
 1. Size: 1 inch (25.4 mm) wide, in rolls 100 feet (30.5 m) long.
 2. Thickness: 0.78 inch (19.8 mm), with ridges along outside bottom edges for bonding area.
 3. Color: As selected by Architect..
- C. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.

PART 3 EXECUTION

3.01 EXAMINATION

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

- C. Verify that backer rods are of the correct size.
- D. Preinstallation Adhesion Testing: Install a sample for each test location indicated in the test plan.
 - 1. Test each sample as specified in PART 1 under QUALITY ASSURANCE article.
 - 2. Notify Architect of date and time that tests will be performed, at least 7 days in advance.
 - 3. Record each test on Preinstallation Adhesion Test Log as indicated.
 - 4. If any sample fails, review products and installation procedures, consult manufacturer, or take whatever other measures are necessary to ensure adhesion; re-test in a different location; if unable to obtain satisfactory adhesion, report to Architect.
 - 5. After completion of tests, remove remaining sample material and prepare joint for new sealant installation.

3.02 PREPARATION

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

3.03 INSTALLATION

- A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.
- B. Perform installation in accordance with ASTM C1193.
- C. Measure joint dimensions and size joint backers to achieve width-to-depth ratio, neck dimension, and surface bond area as recommended by manufacturer, except where specific dimensions are indicated.
- D. Install bond breaker backing tape where backer rod cannot be used.
- E. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- F. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- G. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.

END OF SECTION 07 9200

SECTION 08 0671
DOOR HARDWARE SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preliminary schedule of door hardware sets for swinging, sliding, and other door types as indicated on drawings.

1.02 RELATED REQUIREMENTS

- A. Section 08 7100 - Door Hardware: Requirements to comply with in coordination with this section.

1.03 REFERENCE STANDARDS

- A. BHMA A156.5 - American National Standard for Cylinders and Input Devices for Locks; 2014.
- B. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000; 2017.
- C. BHMA A156.18 - American National Standard for Materials and Finishes; 2016.
- D. DHI (H&S) - Sequence and Format for the Hardware Schedule; 1996.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Only manufacturers listed in Door Hardware Schedule or Section 08 7100 are considered acceptable, unless noted otherwise.
- B. Obtain each type of door hardware as indicated from a single manufacturer and single supplier.
- C. Manufacturer's Abbreviations: Coordinate with manufacturers listed in Section 08 7100.
 - 1. BAS - Best Access Systems.
 - 2. FC - Falcon.
 - 3. HGR - Hager.
 - 4. STH - Stanley Commercial Hardware.
 - 5. TR - Trimco.
 - 6. YA - Yale.

2.02 DESCRIPTION

- A. Door hardware sets provided represent the design intent, they are only a guideline and should not be considered a detailed or complete hardware schedule.
 - 1. Provide door hardware item(s) as required for similar purposes, even when item is not listed for a door in Door Hardware Schedule.
 - 2. Necessary items that are not included in a Hardware Set should be added and have the appropriate additional hardware as required for proper application and functionality.
 - 3. Door hardware supplier is responsible for providing proper size and hand of door for products required in accordance with Door Hardware Schedule and as indicated on drawings.
 - 4. Quantities listed are for each Pair (PR) of doors, or for each Single (SGL) door, as indicated in hardware sets.

2.03 LOCK FUNCTION CODES

- A. Function Codes for Cylindrical Locks: Complying with BHMA A156.5.
- B. Function Codes for Mortise Locks: Complying with BHMA A156.13.

2.04 FINISHES

- A. Finishes: Complying with BHMA A156.18.

PART 3 EXECUTION

3.01 DOOR HARDWARE SCHEDULE

- A. Organize listing of door hardware components within each hardware set in compliance with 10-Part scheduling sequence indicated in DHI (H&S), unless otherwise indicated.

3.02 HARDWARE SET # 01: "EXTERIOR DOORS"

- A. Provide for each Single (SGL) door(s).

<u>UNITS</u>	<u>LOCK</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FINISH</u>	<u>MFR</u>
1ea		Passage	W101	626	
1ea		Deadbolt	D241GD (interchangable cores)	626	
1ea		Wall stop	Hager 210	US26D	
2ea		Peep	Hager 1755	US26D	

3.03 HARDWARE SET # 02: "CLOSET SWING DOORS"

- A. Provide for each Single (SGL) door(s).

<u>UNITS</u>	<u>LOCK</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FINISH</u>	<u>MFR</u>
1ea		Passage	W101	652	
1ea		Wall stop	Hager 210	626	

3.04 HARDWARE SET # 03: "BEDROOM"

- A. Provide for each Single (SGL) door(s).

<u>UNITS</u>	<u>LOCK</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FINISH</u>	<u>MFR</u>
1ea		Privacy	W301	626	
1ea		Wall stop	Hager 210	US26D	

3.05 HARDWARE SET # 04: "BATHROOM POCKET DOORS"

- A. Provide for each Single (SGL) door(s).

<u>UNITS</u>	<u>LOCK</u>	<u>ITEM</u>	<u>DESCRIPTION</u>	<u>FINISH</u>	<u>MFR</u>
1ea		ADA Pocket Door Pull	Trimco 1069	626	
1ea		Typical Hardware		626	

END OF SECTION 08 0671

SECTION 08 1407
COMMERCIAL WOOD DOORS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Interior simulated stile and rail wood doors.
 - 2. Interior molded face wood doors.
 - 3. Matching wood frames.
- B. Related Requirements:
 - 1. Section [08 7100] : Door hardware.

1.02 PREINSTALLATION MEETINGS

- A. Conduct pre-installation meeting at Project site.
- B. Discussion Topics:
 - 1. Delivery, storage, and handling.
 - 2. Coordination with hardware installers.
 - 3. Protection of installed doors.

1.03 ACTION SUBMITTALS

- A. Product Data: Each type of door and finish.
 - 1. Core and edge construction.
 - 2. Louvers.
 - 3. Finishes.
 - 4. Shop Drawings and Schedule:
 - 5. Use same unit designations used in Contract Documents.
 - 6. Hardware preparation.
 - 7. Louvers.
- B. Samples for Selection:
 - 1. Available standard [paint] colors and gloss options.
 - 2. Available standard casing profiles for wood door frames.

1.04 INFORMATIONAL SUBMITTALS

- A. Sustainable Design Submittals:
 - 1. Chain-of-Custody Certificates: For certified wood products. Include statement of costs.
 - 2. Chain-of-Custody Qualification Data: For manufacturer and vendor.
 - 3. Laboratory Test Reports: For adhesives, indicating compliance with requirements for low-emitting materials.
 - 4. Laboratory Test Reports: For composite wood products, indicating compliance with requirements for low-emitting materials.
 - 5. Environmental Product Declaration (EPD) per Product Category Rule for Preparing an Environmental Product Declaration for Interior Architectural Wood Door Leaves.
 - 6. Product-specific, Type III third party verification by SCS Global Services or other program operator per ISO 14025.

1.05 CLOSEOUT SUBMITTALS

- A. Maintenance data.
- B. Manufacturer warranties transferrable to Owner.

1.06 HANDLING

- A. Package factory-finished doors individually in manufacturer's standard plastic bags, stretch wrap, or cardboard cartons.
- B. Store doors inside building in clean, dry location.
- C. Mark each door on top rail with opening number used on Shop Drawings.

1.07 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity at occupancy levels during remainder of construction period.

1.08 MANUFACTURER WARRANTIES

- A. Standard manufacturer warranties.
 - 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch (6 mm) in 42-by-84-inch (1065-by-2130-mm) section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in 3-inch (0.25 mm in 76-mm) span.
 - 2. Solid Core Doors: Limited lifetime warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Products of Cendura™ Series | Mohawk by Masonite Architectural are specified to indicate requirements for quality and appearance.
 - 1. Website: [Masonite.com/architectural/products/cendura-series](https://www.masonite.com/architectural/products/cendura-series)
 - 2. Phone: 877.332.4484
- B. Subject to compliance with requirements, equivalent products of the following manufacturers will be acceptable.
 - 1. Jeld-Wen
 - 2. Steves and Sons
- C. Source Control: Supply all wood doors from a single manufacturer.

2.02 MANUFACTURING STANDARD

- A. Interior Wood Doors: Window & Door Manufacturers Association publication ANSI/WDMA I.S. 1A "Industry Standard for Interior Architectural Wood Flush Doors".

2.03 INTERIOR MEDIUM DENSITY FIBERBOARD SIMULATED STILE AND RAIL WOOD DOORS

- A. Basis of Design: Cendura™ Series | Mohawk by Masonite Architectural - Simulated Stile and Rail Doors.
- B. MDF Simulated Stile and Rail Doors: Craftsman Style, Two Panel, 6'-8" Tall
 - 1. Vertical Edges: Medium density fiberboard.
 - 2. Horizontal Edges: Medium density fiberboard.
 - 3. Core: Medium density fiberboard.
 - 4. Construction: Solid panel medium density fiberboard (MDF).
 - 5. Thickness: [1-3/4 inch.]
 - 6. Design: As Indicated

2.04 PAINT FINISH WOOD DOOR FRAMES

- A. Material: Paint grade hardwood.
- B. Frame Profile: [Standard double rabbet.]
- C. Finish: Factory-applied [paint in color selected by Architect from manufacturer's standard colors].

2.05 FABRICATION

- A. Factory Fitting: Fit to frame openings with clearances specified in WDMA I.S. 1A.
 - 1. Undercut: Maximum 3/8 inch (10 mm) above thresholds.
- B. Factory Machining: Machine doors for hardware that is not surface applied.
 - 1. Verify dimensions for hardware mortises in metal frames before machining.
- C. Openings:

1. Cut openings and install louvers at factory.
- D. Contractor Option: Doors supplied with wood frames may have hardware installed at factory.
- E. Door Frames:
 1. Supply frames with temporary spreader bars at base.

2.06 FINISHES

- A. Finish Grade: Match grade of door.
- B. Factory-Painted: WDMA I.S. 1-A System OP-8, UV-Cured Acrylated Polyester/Urethane.
 1. Color: [As selected by Architect from manufacturer's standard line.]
 2. Sheen: Satin.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that door frames are plumb, square, and accurate size.
- B. Inspect each door before installation for damage and defects per WDMA Section F-6.

3.02 INSTALLATION

- A. Hardware installation is specified in Section 08 7100 - Door Hardware.
- B. Reference Standards:
 1. Wood Doors: [WDMA I.S. 1A] [and] [WDMA I.S. 6A].
- C. Align doors with uniform vertical and top edge clearance.

3.03 REPAIR

- A. Repair of damage or defects is subject to Architect's acceptance, including removal of soiling.
- B. Provide new replacement doors for doors that cannot be satisfactorily repaired.

3.04 PROTECTING AND CLEANING

- A. Protect installed doors from damage and soiling.
- B. Clean doors shortly before inspection for Substantial Completion.

END OF SECTION 08 1407

SECTION 08 1423
ULTIMATE COMMERCIAL DOOR

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Ultimate Commercial Door and Frame, complete with hardware, glazing, weather strip, simulated divided lite, stationary sidelite, stationary transom, jamb extension, and standard or specified anchors, trim and attachments.

1.02 REFERENCES

- A. WDMA I.S.4: Industry Standard for Water Repellent Preservative Treatment Millwork
- B. Sealed Insulating Glass Manufacturers Association / Insulating Glass Certification Council (SIGMA/IGCC)
- C. American Architectural Manufacturers Association (AAMA): 2605: Voluntary Specification for High Performance Organic Coatings on Architectural Extrusions and Panels.
- D. American Society for Testing and Materials (ASTM): E330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

1.03 SYSTEM DESCRIPTION

- A. Design and Performance Requirement. Design Pressure is applicable to individual units and may vary with unit size. (2 1/4" Door only)
 - 1. Units shall be designed to comply with ASTM E330 for structural performance. SHED DP +40/-40 psf (with removable mullion rim device & vertical locking rods) and SHED DP +25/-25 psf (with removable mullion and rim device)

1.04 SUBMITTALS

- A. Shop Drawings: Submit shop drawings
- B. Product Data: Submit catalog data
- C. Samples:
 - 1. Submit corner section
 - 2. Include glazing system, quality of construction and specified finish
- D. Quality Control Submittals: Certificates: submit manufacture's certification indicating compliance with specified performance and design requirement under provision of section 01 33 26. (2 1/4" Doors only)

1.05 QUALITY ASSURANCE

- A. Requirements: consult local code for IBC [International Building Code] and IRC [International residential Code] adoption year and pertinent revisions

1.06 DELIVERY

- A. Deliver in original and protect from weather

1.07 STORAGE AND HANDLING

- A. Prime and seal wood surfaces, including to be concealed by wall construction, if more than thirty (30) days will expire between delivery and installation
- B. Store door panels flat on a level surface in a clean and dry storage area above ground to protect from weather
- C. Condition doors to local average humidity before hanging

1.08 WARRANTY

1.09 COMPLETE AND CURRENT MANUFACTURER'S WARRANTY INFORMATION. THE FOLLOWING SUMMARY IS SUBJECT TO THE TERMS, CONDITION, LIMITATIONS AND EXCLUSIONS SET FORTH IN THE MANUFACTURER'S LIMITED WARRANTY AND PRODUCTS IN COASTAL ENVIRONMENTS LIMITED WARRANTY SUPPLEMENT:

- A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from (10) years from the original date of purchase.
- B. Standard exterior aluminum cladding finish is warranted against manufacturing defects resulting in chalk, fade and loss of adhesion (peel) per the American Manufacture's Association's (AAMA) Specification 2605-11 Section 8.4 and 8.9 for twenty (20) years from the original date of purchase.
- C. Factory applied interior finish is warranted to be free from the Finish Defects for a period of five (5) years from the original date of purchase.
- D. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

1.10 2

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. Basis of Design - Description: Factory assembled Ultimate Commercial Door, as manufactured by Marvin, Ripley, Tennessee.

2.02 FRAME DESCRIPTION

- A. Finger-Jointed, edge-glued Pine core with non finger-jointed Pine veneer; Kiln dried to moisture content no greater than twelve (12) percent at the time of fabrication
- B. Water repellent, preservative treated in accordance with WDMA I.S.4.
- C. Frame width: 4 9/16" (116mm)
- D. Frame thickness: 1 1/16" (27mm)
- E. Exterior extruded aluminum clad 0.050" (1.3mm) thick
- F. Sill Options:
 - 1. 1. Optional thermal barrier saddle low profile .250" (6mm) by 7.125" (181mm) sill.
 - 2. 2. Panel Description
- G. 1 3/4" Doors: Stiles contain laminated veneer lumber (LVL) core with non finger-jointed Pine,
 - 1. Kiln dried to moisture content no greater than twelve (12) percent at time of fabrication.
 - 2. Water repellent, preservative treated in accordance with WDMA I.S.4.
- H. Exterior extruded aluminum clad 0.055" (1.4mm) thick
- I. Top rail width: 1 3/4" panel: 6" (152mm)
- J. Stile width: 6" (152mm)
- K. Bottom rail height: 11 3/8" (289mm)
- L. Panel corners glued and fastened with 5/8" x 4" (16mm x 102mm) fluted hardwood dowels. Removable interior vinyl glazing stops with non finger-jointed wood covers. 1 3/4" panel: no visible fastener holes; 2 1/4" panel: visible nail fastener on glazing stop.

2.03 GLAZING

- A. Select quality complying with ASTM C1036. Comply with 16 CFR 1201 Safety Standard for Architectural Glazing Materials. Tempered insulating glass IGMA/IGCC certified to performance level CBA when tested in accordance with ASTM E774.
- B. Glazing Method: Tempered Insulating Glass

- C. Glass Type: Clear, Low E2 with Argon
- D. Glazing Seal: Silicone bedding, exterior

2.04 FINISH

- A. Exterior: Aluminum clad. Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements.
- B. Color: Stone White
- C. Interior Finish Options:
 - 1. Painted interior Finish in White. Meets WDMA TM-14 requirements.

2.05 HARDWARE

- A. Hinges: 4 ½" x 4 ½" square corner ball bearing hinges.
 - 1. Finish: Satin Chrome (US26D) over brass substrate, Bronze (US10A) over brass substrate, Brass (US3), Stainless Steel (US32D).
- B. Locking System:
- C. Optional Commercial Hardware Package: rim device, mortise lock
- D. Optional hardware Routs and Preps.
 - 1. Schlage or equal L Mortise Lock and Trim Sets
 - 2. Schlage or equal ND Cylindrical locks
 - 3. Sargent or equal 8200 Mortise Lock

2.06 WEATHER STRIP

- A. Head jamb and hinge jamb: bulb type weather strip.
- B. Color: Beige
- C. Locking jamb: Gray pile weather strip
- D. Surface mounted aluminum panel drip mounted at bottom of panel (shipped loose for field application)
 - 1. Standard colors: Matches panel finish with matching screws

2.07 SIMULATED DIVIDED LITES (SDL)

- A. 7/8" (22mm) - with spacer bar.
 - 1. Exterior muntins: Extruded aluminum 0.055" (1.4mm) thick. Color matched panel aluminum cladding color.
 - 2. Interior muntins: Wood and finish interior of door
 - 3. Pattern: Rectangular. As indicated
 - 4. Interior muntins: Wood and finish interior of door
 - 5. Standard interior sticking: Ogee

2.08 ACCESSORIES AND TRIM

- A. Installation and hardware Accessories:
 - 1. Factory installed vinyl nailing fin/drip cap
 - 2. Installation brackets: 6 3/8" (162mm)
- B. Aluminum Extrusions:
 - 1. Profile: Flat Casing;
 - 2. Finish: Fluoropolymer modified acrylic topcoat applied over primer. Meets AAMA 2605 requirements. Available in all aluminum clad colors. Contact your Marvin representative for custom colors.

2.09 3

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions. Report frame defects or unsuitable conditions to the General contractor before proceeding.
- B. Acceptance of Condition: Beginning on installation confirms acceptance of existing conditions.

3.02 INSTALLATION

- A. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawing.
- B. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- C. Install accessory items as required.
- D. Use finish nails to apply wood trim and mouldings.

3.03 FIELD QUALITY CONTROL

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" - cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.04 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition. Final cleaning.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Protecting windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

END OF SECTION 08 1423

SECTION 08 5413
DIRECT GLAZE POLYGON WINDOW

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Direct Glaze Polygon window complete with glazing, jamb extension, sheet rock return, j-channel, and standard or specified anchors, trim and attachments

1.02 RELATED SECTIONS

- A. Section 01 33 23 - Submittal Procedures: Shop Drawings, Product Data and Samples
- B. Section 01 62 00 - Product Options
- C. Section 01 65 00 - Product Delivery
- D. Section 01 66 00 - Storage and Handling requirements
- E. Section 01 71 00 - Examination and Preparation
- F. Section 01 73 00 - Execution
- G. Section 01 74 00 - Cleaning and Waste Management
- H. Section 01 76 00 - Protecting Installed Construction
- I. Section 06 22 00 - Millwork: Wood trim other than furnished by window manufacturer
- J. Section 07 92 00 - Joint Sealants: Sill sealant and perimeter caulking
- K. Section 09 90 00 - Paints and Coatings: Paint and stain other than factory-applied finish

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C1036: Standard Specification for Flat Glass.
 - 2. E90-09: Standard Test Method for Laboratory Measurement of airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. E 283: Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors.
 - 4. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference.
 - 5. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.
 - 6. E 2190: Standard Specification for Insulating Glass Unit Performance Evaluation.
- B. Insulating Glass Manufacturer's Alliance/Insulating Glass Certification Council (IGMA/IGCC)
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association/Canadian Standards Association (AAMA/WDMA/CSA): (use appropriate specifications depending on certification for each product type)
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-11: North American Fenestration Standard/Specification for windows, doors, and skylights.
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-08: North American Fenestration Standard/Specification for windows, doors, and skylights.
- D. Window and Door Manufacturer's Association (WDMA): Hallmark Certification Program.
- E. American Architectural Manufacturer's Association (AAMA): 624-10: Voluntary Specification, Performance Requirements and Test Procedures for Organic Coatings on Fiber Reinforced Thermoset Profiles.
- F. National Fenestration Rating Council (NFRC): 101: Procedures for Determining Fenestration Product Thermal Properties.

1.04 SYSTEM DESCRIPTION

- A. Design and Performance Requirements:

Product	Air Tested to PSF	Water Tested to psf	Design Pressure (DP)	Certification Rating	Max Overall Width	Max Overall Height
Essential Direct Glaze Polygon	1.57	8.36	50	LC-PG50-FW	83	83
Essential Direct Glaze Polygon	1.57	8.36	50	LC-PG50-FW	73	73

1.05 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provision of Section 01 33 23.
- B. Product Data: Submit catalog data under provision of Section 01 33 23.
- C. Samples:
 - 1. Submit corner section under provision of section 01 33 23.
 - 2. Specified performance and design requirements under provisions of Section 01 33 23.
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under provision of section 01 33 23.

1.06 QUALITY ASSURANCE

- A. Requirements: consult local code for Arkansas Fire Prevention Code 2012 and pertinent revisions for information on:
 - 1. Egress, emergency escape and rescue requirements
 - 2. Basement window requirements
 - 3. Windows fall prevention and/or window opening control device requirements.

1.07 DELIVERY

- A. Comply with provisions of Section 01 65 00
- B. Deliver in original packaging and protect from weather.

1.08 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground to protect from weather under provision of Section 01 66 00.

1.09 WARRANTY

- A. The following limited warranty is subject to conditions and exclusions. There are certain conditions or applications over which Marvin has no control. Defect or problems as a result of such conditions or applications are not the responsibility of Marvin. For a more complete description of the Marvin limited warranty, refer to the Complete and current warranty information is available at marvin.com/warranty.
- B. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.
- C. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

1.10 2

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. Basis of Design: Essential® Direct Glaze units as manufactured by Marvin Windows and Doors, Roanoke, Virginia.

2.02 FRAME DESCRIPTION

- A. Interior: Pultruded reinforced fiberglass (Ultrex®)

1. 0.070 (2mm) inch thick
- B. Composite frame thickness: 1 23/32 (44mm) inch
- C. Frame width: 3 3/32 (79mm) inch
- D. Jamb depth: 2 (51mm) inch

2.03 GLAZING

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC when tested in accordance with ASTM E 2190. STC/OITC ratings are tested to the stated performance level in accordance with ASTM E 90-09.
- B. Glass Type: STC/OITC Low E2 with Argon consisting of Exterior Pane 1/8" (3.1), Airspace 19/32" (14.5), Interior Pane 3/16" (4.7), with STC 32 OITC 27
- C. Glazing Seal: Beige silicone bead on exterior; rigid vinyl glazing seal on interior
- D. Perimeter Spacer: Default color is mill finish (stainless). An optional black perimeter spacer color is available for all interior color selections.

2.04 FINISH

- A. Exterior: Ultrex (Fiber reinforced thermoset pultrusion) with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 requirements.
- B. Interior: Ultrex (Fiber reinforced thermoset pultrusion) with a cross-head extruded acrylic organic coating system.
- C. Color: Stone White exterior with Stone White interior,
- D. Jamb Extension
- E. Standard 2" jambs. Optional factory installed jamb extension: 4 9/16" (116mm) and 6 9/16" (167mm)
- F. Available in Stone White, Bronze or Ebony. Default color will match the unit interior selection.
 1. Split finishes are not available for Dark Interior options.
 2. Stone White jamb extension is available for all interior color selections.

2.05 ACCESSORIES AND TRIM

- A. Installation Accessories:
 1. Factory-installed vinyl nailing fin/drip cap at head, sill and side jambs.
 2. Sheet rock return
 - a. Available colors: Stone White. Default color will match unit interior selection. Stone White is available for all interior color selections.
 3. J-channel
 - a. Available colors: Stone White.

2.06 3

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions as required in Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding,
- B. Acceptance of Condition: Beginning installation confirms acceptance of existing conditions.

3.02 INSTALLATION

- A. Comply with Section 01 73 00.
- B. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawing.
- C. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.

- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.03 FIELD QUALITY CONTROL

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).
- C. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" - cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.04 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition. Final cleaning as required in Section 01 74 00.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Comply with Section 07 76 00.
- B. Protecting windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

END OF SECTION 08 5413

SECTION 08 5414
SINGLE HUNG WINDOWS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single Hung window complete with hardware, glazing, weather strip, insect screen, grilles-between-the-glass, jamb extension, sheet rock return, j-channel, and standard or specified anchors, trim and attachments.

1.02 RELATED SECTIONS

- A. Section 01 33 23 - Submittal Procedures: Shop Drawings, Product Data and Samples
- B. Section 01 62 00 - Product Options
- C. Section 01 65 00 - Product Delivery
- D. Section 01 66 00 - Storage and Handling requirements
- E. Section 01 71 00 - Examination and Preparation
- F. Section 01 73 00 - Execution
- G. Section 01 74 00 - Cleaning and Waste Management
- H. Section 01 76 00 - Protecting Installed Construction
- I. Section 06 22 00 - Millwork: Wood trim other than furnished by window manufacturer
- J. Section 07 92 00 - Joint Sealants: Sill sealant and perimeter caulking
- K. Section 09 90 00 - Paints and Coatings: Paint and stain other than factory-applied finish

1.03 REFERENCES

- A. American Society for Testing and Materials (ASTM):
 - 1. C1036: Standard Specification for Flat Glass
 - 2. E90-09: Standard Test Method for Laboratory Measurement of airborne Sound Transmission Loss of Building Partitions and Elements.
 - 3. E 283: Standard Test Method for Rate of Air Leakage Through Exterior Windows, Curtain Walls and Doors.
 - 4. E 330: Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Door by Uniform Static Air Pressure Difference.
 - 5. E 547: Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.
 - 6. E 2190: Standard Specification for Insulating Glass Unit Performance Evaluation.
 - 7. F2090-17: Standard Specification for Window Fall Prevention Devices with Emergency Escape (Egress) Release Mechanisms.
 - 8. E 2068: Standard Test Method to Determine the Operating and Breakaway Forces of Sliding Windows and Doors.
- B. Insulating Glass Manufacturer's Alliance/Insulating Glass Certification Council (IGMA/IGCC)
- C. American Architectural Manufacturer's Association/Window and Door Manufacturer's Association/Canadian Standards Association (AAMA/WDMA/CSA):
 - 1. AAMA/WDMA/CSA 101/I.S.2/A440-11: North American Fenestration Standard/Specification for windows, doors, and skylights.
 - 2. AAMA/WDMA/CSA 101/I.S.2/A440-08: North American Fenestration Standard/Specification for windows, doors, and skylights.
 - 3. AAMA 450-10: Voluntary Performance Ratings Method for Muller Fenestration Assemblies
- D. Window and Door Manufacturer's Association (WDMA): Hallmark Certification Program.
- E. American Architectural Manufacturer's Association (AAMA): 624-10: Voluntary Specification, Performance Requirements and Test Procedures for Organic Coatings on Fiber Reinforced Thermoset Profiles.
- F. National Fenestration Rating Council (NFRC):

1. 100: Procedures for Determining Fenestration Product U-factors
2. 200: Procedure for Determining Fenestration Product Solar Heat Gain Coefficient and Visible Transmittance at Normal Incidence

1.04 SYSTEM DESCRIPTION

A. Design and Performance Requirements:

Product	Air Tested to PSF	Water Tested to psf	Design Pressure (DP)	Certification Rating	Max Overall Width		Max Overall Height	
					in	mm	in	mm
Essential Single Hung	1.57	7.5	50	LC-PG50-H	29 1/2	(749)	59 1/2	(1511)
Essential Single Hung	1.57	6.0	40	LC-PG40-H	29 1/2	(749)	77 11/16	(1973)
Essential Single Hung	1.57	7.5	50	LC-PG50-H	35 1/2	(902)	59 1/2	(1511)
Essential Single Hung	1.57	6.0	40	LC-PG40-H	35 1/2	(902)	77 11/16	(1973)
Essential Single Hung	1.57	6.0	40	LC-PG40-H	41 1/2	(1054)	65 1/2	(1664)
Essential Single Hung	1.57	7.5	50	LC-PG50-H	47 1/2	(1207)	47 1/2	(1207)
Essential Single Hung	1.57	6.0	40	LC-PG40-H	47 1/2	(1207)	59 1/2	(1511)
Essential Single Hung	1.57	4.6	30	LC-PG30-H	47 1/2	(1207)	77 11/16	(1973)

1.05 SUBMITTALS

- A. Shop Drawings: Submit shop drawings under provision of Section 01 33 23.
- B. Product Data: Submit catalog data under provision of Section 01 33 23.
- C. Samples:
 1. Submit corner section under provision of section 01 33 23.
 2. Specified performance and design requirements under provisions of Section 01 33 23.
- D. Quality Control Submittals: Certificates: submit manufacturer's certification indicating compliance with specified performance and design requirement under provision of section 01 33 23.

1.06 QUALITY ASSURANCE

- A. Requirements: consult local code for Arkansas Fire Prevention Code 2012 and pertinent revisions for information on:
 1. Egress, emergency escape and rescue requirements
 2. Basement window requirements
 3. Windows fall prevention and/or window opening control device requirements.

1.07 DELIVERY

- A. Comply with provisions of Section 01 65 00
- B. Deliver in original packaging and protect from weather

1.08 STORAGE AND HANDLING

- A. Store window units in an upright position in a clean and dry storage area above ground to protect from weather under provision of Section 01 66 00

1.09 WARRANTY

1.10 THE FOLLOWING LIMITED WARRANTY IS SUBJECT TO CONDITIONS AND EXCLUSIONS. THERE ARE CERTAIN CONDITIONS OR APPLICATIONS OVER WHICH MARVIN HAS NO CONTROL. DEFECT OR PROBLEMS AS A RESULT OF SUCH CONDITIONS OR APPLICATIONS ARE NOT THE RESPONSIBILITY OF MARVIN. FOR A MORE COMPLETE DESCRIPTION OF THE MARVIN LIMITED WARRANTY, REFER TO THE COMPLETE AND CURRENT WARRANTY INFORMATION IS AVAILABLE AT MARVIN.COM/WARRANTY.

- A. Clear insulating glass with stainless steel spacers is warranted against seal failure caused by manufacturing defects and resulting in visible obstruction through the glass for twenty (20) years from the original date of purchase. Glass is warranted against stress cracks caused by manufacturing defects from ten (10) years from the original date of purchase.

1. Hardware and other non-glass components are warranted to be free from manufacturing defects for ten (10) years from the original date of purchase.

1.11 2

PART 2 PRODUCTS

2.01 MANUFACTURED UNITS

- A. Basis of Design Description: Essential® Single Hung (and related stationary or picture units) as manufactured by Marvin Windows and Doors, Roanoke, Virginia.

2.02 FRAME DESCRIPTION

- A. Interior: Pultruded reinforced fiberglass (Ultrex®), 0.070 inch (2mm) thick.
- B. Frame width: 3 3/32 inch (79mm)
- C. Jamb depth: 2 inch (51mm)

2.03 SASH/PANEL DESCRIPTION

- A. Pultruded reinforced fiberglass (Ultrex®), 0.070 inch (2mm) thick
- B. Composite sash thickness: 15/16 inch (24mm)
- C. Reverse Cottage Style: Sash divided 3/5 over 2/5.

2.04 GLAZING

- A. Select quality complying with ASTM C 1036. Insulating glass SIGMA/IGCC when tested in accordance with ASTM E 2190. STC/OITC ratings are tested to the stated performance level in accordance with ASTM E 90-09.
- B. Glazing Method: 11/16 inch (17mm) insulating glass
- C. Glass Type: Low E2 with Argon gas
- D. Glazing Seal: Silicone bedding at exterior, interior has glazing boot
- E. Perimeter Spacer: Default color is mill finish (stainless).

2.05 MULLING

2.06 REINFORCED MULLING

- A. Directional mull limits: 6 wide by 1 unit high; 114 by 78 (2896mm x 1981mm) inches

2.07 FINISH

- A. Exterior: Ultrex with a cross-head extruded acrylic organic coating system. Meets AAMA 624-10 requirements.
- B. Interior: Ultrex with a cross-head extruded acrylic organic coating system.
- C. Color: Stone White exterior with Stone White interior.

2.08 HARDWARE

- A. Balance System: Coil spring block and tackle with nylon cord, glass filled nylon show, and zinc locking mechanism.
- B. Lock: High pressure zinc die-cast cam lock and keeper.
 1. Finish: Phosphate coated and electrostatically painted. Color: Stone White on Stone White interior
 2. Two (2) locks installed on units with a rough opening greater than 30 inches
- C. Sash Lift: A contoured zinc die cast sash lift, Color: Stone White
- D. Tilt Latches: Ergonomic tilt latches attach to the upper corners of the bottom sash for easy tilting and sash removal. Colors: Stone White

2.09 WEATHER STRIP

- A. Frame weather strip: Foam filled bulb
 1. Color: Beige on Stone White interior

- B. Top Sash interlock: Rigid ABS with flexible Alcryn seals
 - 1. Color: Beige on Stone White interior
- C. Stationary sash seal: foam tape
 - 1. Color: Gray

2.10 JAMB EXTENSION

- A. Standard 2 inch jambs.
- B. Available in Stone White.

2.11 INSECT SCREEN

- A. Factory-installed half screen
- B. Screen mesh, 18 by 16: Charcoal fiberglass. Pile weather strip on top rail of screen seals against top sash.
- C. Aluminum frame
 - 1. Color: Stone White

2.12 GRILLES-BETWEEN-THE-GLASS (GBG)

- A. Manufactured from aluminum in a 23/32 inch (18mm) wide contoured placed between the two panes of glass.
 - 1. Colors:
 - a. Interior: White
 - b. Exterior: White, Patterns:
 - c. Rectangular

2.13 ACCESSORIES AND TRIM

- A. Installation Accessories:
 - 1. Factory-installed vinyl nailing fin/drip cap at head, sill and side jambs.
 - 2. Installation brackets for masonry applications.
 - 3. J-channel
 - 4. Available colors: Stone White.

2.14 3

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verification of Condition: Before installation, verify openings are plumb, square and of proper dimensions as required in Section 01 71 00. Report frame defects or unsuitable conditions to the General Contractor before proceeding,
- B. Acceptance of Condition: Beginning installation confirms acceptance of existing conditions.

3.02 INSTALLATION

- A. Comply with Section 01 73 00.
- B. Assemble and install window/door unit(s) according to manufacturer's instruction and reviewed shop drawing.
- C. Install sealant and related backing materials at perimeter of unit or assembly in accordance with Section 07 92 00 Joint Sealants. Do not use expansive foam sealant.
- D. Install accessory items as required.
- E. Use finish nails to apply wood trim and mouldings.

3.03 FIELD QUALITY CONTROL

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
 - 1. Unless otherwise specified, air leakage resistance tests shall be conducted at a uniform static pressure of 75 Pa (~1.57 psf). The maximum allowable rate of air leakage shall not exceed 2.3 L/sm² (~0.45 cfm/ft²).

2. Unless otherwise specified, water penetration resistance testing shall be conducted per AAMA 502 and ASTM E1105 at 2/3 of the fenestration products design pressure (DP) rating using "Procedure B" - cyclic static air pressure difference. Water penetration shall be defined in accordance with the test method(s) applied.

3.04 CLEANING

- A. Remove visible labels and adhesive residue according to manufacturer's instruction.
- B. Leave windows and glass in a clean condition. Final cleaning as required in Section 01 74 00.

3.05 PROTECTING INSTALLED CONSTRUCTION

- A. Comply with Section 07 76 00.
- B. Protecting windows from damage by chemicals, solvents, paint or other construction operations that may cause damage.

END OF SECTION 08 5414

SECTION 08 7100
DOOR HARDWARE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Hardware for wood and aluminum doors.
- B. Lock cylinders for doors that hardware is specified in other sections.
- C. Thresholds.
- D. Weatherstripping and gasketing.

1.02 RELATED REQUIREMENTS

- A. Section 08 0671 - Door Hardware Schedule: Schedule of door hardware sets.

1.03 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. BHMA (CPD) - Certified Products Directory; 2017.
- C. BHMA A156.2 - American National Standard for Bored and Preassembled Locks & Latches; 2017.
- D. BHMA A156.5 - American National Standard for Cylinders and Input Devices for Locks; 2014.
- E. BHMA A156.13 - American National Standard for Mortise Locks & Latches Series 1000; 2017.
- F. BHMA A156.14 - American National Standard for Sliding and Folding Door Hardware; 2013.
- G. BHMA A156.16 - American National Standard for Auxiliary Hardware; 2013.
- H. BHMA A156.21 - American National Standard for Thresholds; 2014.
- I. BHMA A156.22 - American National Standard for Door Gasketing and Edge Seal Systems, Builders Hardware Manufacturers Association; 2017.
- J. BHMA A156.115W - Hardware Preparation in Wood Doors with Wood or Steel Frames; 2006.
- K. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordinate the manufacture, fabrication, and installation of products that door hardware is installed on.
- B. Keying Requirements Meeting:
 - 1. Attendance Required:
 - 2. Agenda:
 - 3. Incorporate "Keying Requirements Meeting" decisions into keying submittal upon review of door hardware keying system including, but not limited to, the following:
 - 4. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.
 - 5. Deliver established keying requirements to manufacturers.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's catalog literature for each type of hardware, marked to clearly show products to be furnished for this project, and includes construction details, material descriptions, finishes, and dimensions and profiles of individual components.
- C. Keying Schedule:
 - 1. Submit three (3) copies of Keying Schedule in compliance with requirements established during Keying Requirements Meeting unless otherwise indicated.
- D. Warranty: Submit manufacturer's warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.

1.06 QUALITY ASSURANCE

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

1.07 WARRANTY

- A. See Section 01 7800 - Closeout Submittals, for additional warranty requirements.
- B. Warranty against defects in material and workmanship for period indicated, from Date of Substantial Completion.
 - 1. Locksets and Cylinders: Three years, minimum.
 - 2. Other Hardware: Two years, minimum.

PART 2 PRODUCTS

2.01 DESIGN AND PERFORMANCE CRITERIA

- A. Provide specified door hardware as required to make doors fully functional, compliant with applicable codes, and secure to extent indicated.
- B. Provide individual items of single type, of same model, and by same manufacturer.
- C. Provide door hardware products that comply with the following requirements:
 - 1. Applicable provisions of federal, state, and local codes.
 - 2. Accessibility: ADA Standards and ICC A117.1.
 - 3. Listed and certified compliant with specified standards by BHMA (CPD).
 - 4. Hardware Preparation for Wood Doors with Wood or Steel Frames: BHMA A156.115W.
- D. Lock Function: Provide lock and latch function numbers and descriptions of manufacturer's series. Refer to Section 08 0671 for listing of hardware sets.
- E. Fasteners:
 - 1. Provide fasteners of proper type, size, quantity, and finish that comply with commercially recognized standards for proposed applications.
 - a. Aluminum fasteners are not permitted.
 - b. Provide phillips flat-head screws with heads finished to match door surface hardware unless otherwise indicated.

2.02 TRACK AND HANGERS

- A. Manufacturers:
 - 1. Basis of Design: Hager.
- B. Pocket Doors: Provide pocket door kit, including header assembly, split studs, hangers, door hanger plates, bumper, guides, floor plate, and end bracket.
 - 1. Provide ADA Compliant Hardware
- C. Sliding and Bifolding Door Hardware: Complying with BHMA A156.14.
 - 1. Provide track, hanger fasteners, guides, and pulls; size track and hangers in accordance with manufacturer's recommendations for weight of doors.
 - 2. Provide one pull for each pair of panels hinged together.
 - 3. Provide ADA Compliant Hardware
- D. Door Weight: Medium; medium frequency of use with 150 to 200 lbs door weight.

2.03 LOCK CYLINDERS

- A. Manufacturers:
 - 1. Basis of Design: Falcon.
- B. Lock Cylinders: Provide key access on outside of each lock, unless otherwise indicated.
 - 1. Provide full size interchangeable core (FSIC) type cylinders, Grade 1, with six-pin core in compliance with BHMA A156.5 at locations indicated.
 - 2. Provide cylinders from same manufacturer as locking device.
 - 3. Provide cams and/or tailpieces as required for locking devices.

2.04 CYLINDRICAL LOCKS

- A. Manufacturers:
 - 1. Basis of Design: Falcon.
- B. Cylindrical Locks (Bored): Complying with BHMA A156.2, Grade 1, 4000 Series.
 - 1. Bored Hole: 2-1/8 inch (54 mm) diameter.
 - 2. Latchbolt Throw: 1/2 inch (12.7 mm), minimum.
 - 3. Backset: 2-3/4 inch (70 mm) unless otherwise indicated.
 - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.05 MORTISE LOCKS

- A. Manufacturers:
 - 1. Basis of Design: Falcon.
- B. Mortise Locks: Complying with BHMA A156.13, Grade 1, Security, 1000 Series.
 - 1. Latchbolt Throw: 3/4 inch (19 mm), minimum.
 - 2. Deadbolt Throw: 1 inch (25.4 mm), minimum.
 - 3. Backset: 2-3/4 inch (70 mm) unless otherwise indicated.
 - 4. Strikes: Provide manufacturer's standard strike for each latchset or lockset with strike box and curved lip extending to protect frame in compliance with indicated requirements.
 - a. Finish: To match lock or latch.

2.06 WALL STOPS

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

2.07 THRESHOLDS

- A. Thresholds: Complying with BHMA A156.21.
 - 1. Provide threshold at each exterior door, unless otherwise indicated.
 - 2. Provide threshold with Sound Transmission Class (STC) of 35-40 at locations indicated.
 - 3. Type: Flat surface.
 - 4. Material: Aluminum.
 - 5. Threshold Surface: Fluted horizontal grooves across full width.
 - 6. Field cut threshold to profile of frame and width of door sill for tight fit.
 - 7. Provide non-corroding fasteners at exterior locations.
 - 8. ADA Compliant

2.08 WEATHERSTRIPPING AND GASKETING

- A. Weatherstripping and Gasketing: Complying with BHMA A156.22.
 - 1. Head and Jamb Type: Adjustable.
 - 2. Door Sweep Type: Encased in retainer.
 - 3. Material: Aluminum, with brush weatherstripping.

2.09 FINISHES

- A. Finishes: Identified in Section 08 0671 - Door Hardware Schedule.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.

- C. Door Hardware Mounting Heights: Distance from finished floor to center line of hardware item. Comply with ADA.
- D. Set exterior door thresholds with full-width bead of elastomeric sealant at each point of contact with floor providing a continuous weather seal; anchor thresholds with stainless steel countersunk screws.

3.02 ADJUSTING

- A. Adjust work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Adjust hardware for smooth operation.
- C. Adjust gasketing for complete, continuous seal; replace if unable to make complete seal.

3.03 PROTECTION

- A. Protect finished Work under provisions of Section 01 7000 - Execution and Closeout Requirements.
- B. Do not permit adjacent work to damage hardware or finish.

END OF SECTION 08 7100

SECTION 09 2116
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal stud wall framing.
- C. Acoustic insulation.
- D. Cementitious backing board.
- E. Gypsum wallboard.
- F. Joint treatment and accessories.
- G. Acoustic (sound-dampening) wall and ceiling board.

1.02 RELATED REQUIREMENTS

- A. Section 06 1000 - Rough Carpentry: Wood blocking product and execution requirements.
- B. Section 07 9200 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.

1.03 REFERENCE STANDARDS

- A. ANSI A108.11 - American National Standard Specifications for Interior Installation of Cementitious Backer Units; 2010 (Reaffirmed 2016).
- B. ANSI A118.9 - American National Standard Specifications for Test Methods and Specifications for Cementitious Backer Units; 1999 (Reaffirmed 2016).
- C. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- D. ASTM C514 - Standard Specification for Nails for the Application of Gypsum Board; 2004 (Reapproved 2014).
- E. ASTM C557 - Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing; 2003 (Reapproved 2017).
- F. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014, with Editorial Revision (2015).
- G. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2017.
- H. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2017a.
- I. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness; 2015.
- J. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2016.
- K. ASTM C1325 - Standard Specification for Non-Asbestos Fiber-Mat Reinforced Cementitious Backer Units; 2017a.
- L. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2017.
- M. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.
- N. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009 (Reapproved 2016).
- O. ASTM E413 - Classification for Rating Sound Insulation; 2016.
- P. GA-216 - Application and Finishing of Gypsum Panel Products; 2016.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on gypsum board, accessories, and joint finishing system.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
- B. All exterior walls: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 50-54 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.

2.02 METAL FRAMING MATERIALS

- A. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/120 at 5 psf (L/120 at 240 Pa).
 - 1. Studs: "C" shaped with flat or formed webs with knurled faces.
 - 2. Runners: U shaped, sized to match studs.

2.03 BOARD MATERIALS

- A. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Thickness:
 - a. Vertical Surfaces: 5/8 inch (16 mm).
 - b. Ceilings: 1/2 inch (13 mm).
- B. Backing Board For Wet Areas: One of the following products:
 - 1. Application: Surfaces behind tile in wet areas including tub and shower surrounds and shower ceilings.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - 3. ANSI Cement-Based Board: Non-gypsum-based; aggregated Portland cement panels with glass fiber mesh embedded in front and back surfaces complying with ANSI A118.9 or ASTM C1325.
 - a. Thickness: 1/2 inch (12.7 mm).
- C. Ceiling Board: Special sag resistant gypsum ceiling board as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Ceilings, unless otherwise indicated.
 - 2. Thickness: 1/2 inch (13 mm).
 - 3. Edges: Tapered.
- D. Acoustical Sound Dampening Wall and Ceiling Board: Two layers of heavy paper faced, high density gypsum board separated by a viscoelastic polymer layer and capable of achieving STC rating of 50 or more in typical stud wall assemblies as calculated in accordance with ASTM E413 and when tested in accordance with ASTM E90.
 - 1. Thickness: 5/8 inch (16 mm).
 - 2. Long Edges: Tapered.
 - 3. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

2.04 ACCESSORIES

- A. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
- C. High Build Drywall Surfer: Vinyl acrylic latex-based coating for spray application, designed to take the place of skim coating and separate paint primer in achieving Level 5 finish.

- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inch (0.84 mm) in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch (0.84 to 2.84 mm) in Thickness: ASTM C954; steel drill screws, corrosion resistant.
- F. Nails for Attachment to Wood Members: ASTM C514.
- G. Staples For Attachment of Base Ply of Two-Ply Assembly to Wood Members: Flattened galvanized wire type as specified in ASTM C840.
- H. Anchorage to Substrate: Tie wire, nails, screws, and other metal supports, of type and size to suit application; to rigidly secure materials in place.
- I. Adhesive for Attachment to Wood, ASTM C557:

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Studs: Space studs Interior walls - 16" OC; Exterior walls - 24" OC.
 - 1. Extend partition framing to structure in all locations.
- C. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- D. Blocking: Install wood blocking for support of:
 - 1. Wall mounted cabinets.
 - 2. Plumbing fixtures.
 - 3. Toilet accessories.
 - 4. Wall mounted door hardware.

3.03 ACOUSTIC ACCESSORIES INSTALLATION

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

3.04 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Non-Rated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
 - 1. Exception: Tapered edges to receive joint treatment at right angles to framing.
- C. Double-Layer Non-Rated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Exposed Gypsum Board in Interior Wet Areas: Seal joints, cut edges, and holes with water-resistant sealant.
- E. Cementitious Backing Board: Install over steel framing members and plywood substrate where indicated, in accordance with ANSI A108.11 and manufacturer's instructions.

- F. Installation on Wood Framing: For non-rated assemblies, install as follows:
 - 1. Single-Layer Applications: Contractor's Choice.
 - 2. Double-Layer Application: Install base layer using screws, nails, staples, or adhesive. Install face layer using adhesive.

3.05 JOINT TREATMENT

- A. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 - 1. Level 5: Walls and ceilings to receive semi-gloss or gloss paint finish and other areas specifically indicated.
 - 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 3. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction.
- B. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 - 1. Feather coats of joint compound so that camber is maximum 1/32 inch (0.8 mm).
- C. Where Level 5 finish is indicated, spray apply high build drywall surfacer over entire surface after joints have been properly treated; achieve a flat and tool mark-free finish.
- D. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.06 TOLERANCES

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

END OF SECTION 09 2116

SECTION 09 3000

TILING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Tile for floor applications.
- B. Cementitious backer board as tile substrate.
- C. Stone thresholds.
- D. Ceramic accessories.
- E. Ceramic trim.

1.02 REFERENCE STANDARDS

- A. ANSI A108/A118/A136 - American National Standard Specifications for the Installation of Ceramic Tile (Compendium); 2017.
- B. ANSI A108.1a - American National Standard Specifications for Installation of Ceramic Tile in the Wet-Set Method, with Portland Cement Mortar; 2014.
- C. ANSI A108.1b - American National Standard Specifications for Installation of Ceramic Tile on a Cured Portland Cement Mortar Setting Bed with Dry-Set or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- D. ANSI A108.1c - Specifications for Contractors Option: Installation of Ceramic Tile in the Wet-Set Method with Portland Cement Mortar or Installation of Ceramic Tile on a Cured Portland Cement Mortar Bed with Dry-Set or Latex-Portland Cement; 1999 (Reaffirmed 2010).
- E. ANSI A108.4 - American National Standard Specifications for Installation of Ceramic Tile with Organic Adhesives or Water Cleanable Tile-Setting Epoxy Adhesive; 2009 (Revised).
- F. ANSI A108.5 - American National Standard Specifications for Installation of Ceramic Tile with Dry-Set Portland Cement Mortar or Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- G. ANSI A108.6 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant, Water Cleanable Tile-Setting and -Grouting Epoxy; 1999 (Reaffirmed 2010).
- H. ANSI A108.8 - American National Standard Specifications for Installation of Ceramic Tile with Chemical Resistant Furan Resin Mortar and Grout; 1999 (Reaffirmed 2010).
- I. ANSI A108.9 - American National Standard Specifications for Installation of Ceramic Tile with Modified Epoxy Emulsion Mortar/Grout; 1999 (Reaffirmed 2010).
- J. ANSI A108.10 - American National Standard Specifications for Installation of Grout in Tilework; 1999 (Reaffirmed 2010).
- K. ANSI A108.12 - American National Standard for Installation of Ceramic Tile with EGP (Exterior Glue Plywood) Latex-Portland Cement Mortar; 1999 (Reaffirmed 2010).
- L. ANSI A108.13 - American National Standard for Installation of Load Bearing, Bonded, Waterproof Membranes for Thin-Set Ceramic Tile and Dimension Stone; 2005 (Reaffirmed 2010).
- M. ANSI A118.7 - American National Standard Specifications for High Performance Cement Grouts for Tile Installation; 2010 (Reaffirmed 2016).
- N. ANSI A137.1 - American National Standard Specifications for Ceramic Tile; 2012.
- O. ASTM C373 - Standard Test Methods for Determination of Water Absorption and Associated Properties by Vacuum Method for Pressed Ceramic Tiles and Glass Tiles and Boil Method for Extruded Ceramic Tiles and Non-tile Fired Ceramic Whiteware Products; 2017.
- P. TCNA (HB) - Handbook for Ceramic, Glass, and Stone Tile Installation; 2017.

1.03 SUBMITTALS

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

- B. Product Data: Provide manufacturers' data sheets on tile, mortar, grout, and accessories. Include instructions for using grouts and adhesives.
- C. Maintenance Data: Include recommended cleaning methods, cleaning materials, and stain removal methods.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of and ANSI A108/A118/A136 and TCNA (HB) on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the types of products specified in this section, with minimum five years of documented experience.
- C. Installer Qualifications: Company specializing in performing tile installation, with minimum of five years of documented experience.

1.05 MOCK-UP

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Construct tile mock-up where indicated on drawings, incorporating all components specified for the location.
 - 1. Minimum size of mock-up is indicated on drawings.
 - 2. Approved mock-up may remain as part of the Work.

PART 2 PRODUCTS

2.01 TILE

- A. Manufacturers: All products by the same manufacturer.
 - 1. Basis of Design: Daltile Volume 1.0.
- B. Porcelain Tile: ANSI A137.1, standard grade.
 - 1. Moisture Absorption: 0 to 0.5 percent as tested in accordance with ASTM C373.
 - 2. Size: 12 by 24 inch (by mm), nominal.
 - 3. Thickness: 3/8 inch (9.5 mm).
 - 4. Surface Finish: Matte glazed.
 - 5. Color(s): To be selected by Architect from manufacturer's standard range.
 - 6. Trim Units: Matching 4" straight tile base cut from floor tile shapes in sizes coordinated with field tile.

2.02 TRIM AND ACCESSORIES

- A. Thresholds: Marble, white or gray, honed finish; 2 inches (51 mm) wide by full width of wall or frame opening; 1/2 inch thick (12.7 mm thick); beveled one long edge with radiused corners on top side; without holes, cracks, or open seams.
 - 1. Applications:
 - a. At doorways where tile terminates.
 - b. Meet ADA

2.03 SETTING MATERIALS

- A. Basis of Design Manufacturers:
 - 1. ARDEX Engineered Cements; : www.ardexamericas.com/#sle.
 - 2. Bostik Inc; : www.bostik-us.com/#sle.
 - 3. LATICRETE International, Inc; : www.laticrete.com/#sle.

2.04 GROUTS

- A. Basis of Design Manufacturers:
 - 1. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout: www.laticrete.com/#sle.
- B. High Performance Polymer Modified Grout: ANSI A118.7 polymer modified cement grout.
 - 1. Applications: Use this type of grout where indicated and where no other type of grout is indicated.

2. Use sanded grout for joints 1/8 inch (3.2 mm) wide and larger; use unsanded grout for joints less than 1/8 inch (3.2 mm) wide.
 3. Color(s): As selected by Architect from manufacturer's full line.
 4. Products:
 - a. LATICRETE International, Inc; LATICRETE PERMACOLOR Grout:
www.laticrete.com/#sle.
- C. Stain Resistant Grout Additive: Liquid admixture for sanded and unsanded cement-based grouts; mix with dry grout material in place of water.
1. Applications: All.

2.05 MAINTENANCE MATERIALS

- A. Tile Sealant: Gunnable, silicone, siliconized acrylic, or urethane sealant; moisture and mildew resistant type.
1. Applications: Between tile and plumbing fixtures.
 2. Color(s): As selected by Architect from manufacturer's full line.
- B. Grout Sealer: Liquid-applied, moisture and stain protection for existing or new Portland cement grout.
1. Composition: Water-based colorless silicone.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that sub-floor surfaces are smooth and flat within the tolerances specified for that type of work and are ready to receive tile.
- B. Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive tile.
- C. Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of setting materials to sub-floor surfaces.
- D. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

3.02 PREPARATION

- A. Protect surrounding work from damage.
- B. Vacuum clean surfaces and damp clean.
- C. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

3.03 INSTALLATION - GENERAL

- A. Install tile, thresholds, and stair treads and grout in accordance with applicable requirements of ANSI A108.1a through ANSI A108.13, manufacturer's instructions, and TCNA (HB) recommendations.
- B. Lay tile to pattern indicated. Do not interrupt tile pattern through openings.
- C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.
- D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make grout joints without voids, cracks, excess mortar or excess grout, or too little grout.
- E. Form internal angles square and external angles bullnosed.
- F. Install thresholds where indicated.
- G. Sound tile after setting. Replace hollow sounding units.
- H. Keep control and expansion joints free of mortar, grout, and adhesive.
- I. Prior to grouting, allow installation to completely cure; minimum of 48 hours.

- J. Grout tile joints unless otherwise indicated. Use standard grout unless otherwise indicated.
- K. At changes in plane and tile-to-tile control joints, use tile sealant instead of grout, with either bond breaker tape or backer rod as appropriate to prevent three-sided bonding.

END OF SECTION 09 3000

SECTION 09 6519
RESILIENT FLOORING

PART 1 - GENERAL INFORMATION

1.01 SUMMARY

- A. This section deals with resilient flooring found in the drawings and schedules of the contract that meet the requirements of this section.

1.02 REFERENCES (INDUSTRY STANDARDS)

- A. ASTM F 710: Practice for Preparing Concrete Floors to Receive Resilient Flooring.
- B. ASTM E 648: Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
- C. ASTM E 662: Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
- D. ASTM F 1869: Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.
- E. ASTM F 2170: Determining Relative Humidity in Concrete Floor Slabs Using in Situ Probes.

1.03 ITEMS TO DELIVER

- A. Provide the product's Technical Specifications data sheet as well as all Installation and Maintenance Instructions.
- B. When required, supply floor drawings and installation plans.
- C. Supply a set of samples measuring at least 7.5 cm (3 in.) by 15 cm (6 in.) of the complete range of colors and finishes chosen for the project.
- D. When required, provide the manufacturer's attestation, certified by an independent laboratory, confirming that the flooring complies with the fire standards of the following tests:
 - 1. ASTM E 648; Critical Radiant Flux: 0.45 watts/cm² or more;
 - 2. ASTM E 662; Smoke Density: 450 or less.
- E. Provide the manufacturer's Warranty Certificate.

1.04 QUALITY ASSURANCE

- A. Have the manufacturer's flooring installed by a qualified installer of this type of flooring.
- B. In accordance with the technical instructions in the Installation Instructions, use all the accessories recommended by the manufacture when installing its flooring.
- C. Follow the instructions specified in the most recent version of the manufacturer's Installation Instructions.

1.05 DELIVERY, HANDLING, STORAGE

- A. Deliver the flooring to the installation site in the manufacturer's original packaging. Indicate the project name and handling instructions on the outside of the boxes.
- B. Advise the carrier of any damaged material and indicate it on the packing slip.
- C. Store the flooring inside, sheltered from extreme hot or cold temperatures. Place the material on a smooth level floor or where there is uniform solid support in a clean, dry well-ventilated area. Unstack the pallets. The long-term storage temperature must be maintained between 18°C (65°F) and 24°C (75°F). Protect adhesive and flooring material from freezing, extreme heat and direct sun exposure.
- D. Acclimatize the subfloor, all flooring material and adhesive for 48 hours before, during and after the installation by maintaining the room temperature between 18°C (65°F) and 24°C (75°F). The pallets should be unstacked 24 hours prior to use.
- E. Afterwards, maintain the room temperature between 18°C (65°F) and 29°C (85°F). Protect the material from direct sources of heat such as air vents and other types of heaters.
- F. Install the flooring after all other finishing work, including painting, have been completed.

PART 2 - PRODUCTS

2.01 BASIS OF DESIGN MANUFACTURER

- A. Mohawk Group Vendor Partner
- B. 160 S. Industrial Blvd
- C. Calhoun, GA 30701

2.02 RESILIENT FLOORING DESCRIPTION

- A. Characteristics:
 - 1. Living Local C2039 Enhanced Resilient Tile
 - 2. Product Type: Luxury Vinyl Tile Glue Down
 - 3. Overall Gauge: 2.5 mm
 - 4. Wear Layer: 20 mil (0.5mm)
 - 5. Finish: M-Force 1TM Enhanced Urethane
 - 6. Size: 6" W x 48" L
 - 7. Complies with ASTM F1700, Class III, A or B
 - 8. Living Local is not recommended for environments where it could be exposed to oils and greases,
 - 9. whether mineral, animal or vegetable.
 - 10. Refer to the product's Technical Specifications data sheet for detailed specifications.
 - 11. Choose from any of the manufacturer's complete line of colors (indicate the item number).
 - 12. Living Local has FloorScore certification.
 - 13. This product was manufactured in a factory that has ISO 9001 and ISO 14001 certifications.
 - 14. Made in United States

2.03 ADHESIVE

- A. Use manufacturer's recommended adhesive.

2.04 OTHER MATERIAL

- A. Subfloor repairs: use a good-quality Portland cement-based compound modified with latex that has a minimal resistance to compression of 246 kg/cm² (3 500 lbs/sq. in.) to fill, smooth or level subfloor imperfections.
- B. Self-levelling underlayment: use a Portland cement-based self-levelling underlayment modified with a polymer that has a minimal resistance to compression of 246 kg/cm² (3,500 lbs/sq. in.).

PART 3 - EXECUTION

3.01 SITE INSPECTION

- A. Examine the subfloor before installation to ensure that the surface is clean, dry, smooth, structurally sound and free from foreign substances that may adversely affect adhesion or cause discoloration. Furthermore, ensure that the subfloor is free of paint, varnish, adhesive, oil, grease, solvent and other foreign substances, including treatment compounds, sealers and curing compounds that may adversely affect adhesion or alter the appearance or durability of the rubber flooring.
- B. Verify the surface to ensure there is no powder, scaling or mold. If there is, remove it with a mechanical sander and level with a good-quality cement-based Portland primer.
- C. Slabs that have been either using a curing agent or a sealer will have to be treated to ensure that the adhesion has not been impaired.
- D. Do not install on cement slabs that have been subjected to adhesive chemical abatement, unless an approved remediation system was used afterwards.
- E. Report and rectify all unsatisfactory conditions. Do not start flooring installation until all rectifications have been completed.

3.02 SUBFLOOR PREPARATION

- A. Level all rough surfaces and fill cracks and marks with a Portland cement-based patching compound modified with latex.
- B. Mechanically remove all surface contaminants such as paint, oil, grease, varnish, adhesive as well as various other products such as treatment compounds.
- C. Measure the humidity and pH levels in the cement in compliance with the following standards before installation:
 - 1. 1. ASTM F 2170, Relative Humidity (RH) test using in situ probes.
 - 2. ASTM F 710, pH levels (test procedure 5.3.1).
 - a. 3. The ASTM test frequency recommendation is 3 measures for the first 1,000 sq. ft. (92.9 sq. m) and one
 - b. measure for each additional 1,000 sq. ft. (92.9 sq. m).
 - 3. Ensure Moisture, Relative Humidity and pH tests have all been conducted and measurements meet manufacturer's recommendations.
 - 4. In case of doubt, test the adhesion on the cement subfloor or other surface that will be covered by the flooring. Do the test using the specified flooring and recommended adhesive.

3.03 RESILIENT FLOORING INSTALLATION

- A. Install the flooring according to the latest version of the manufacturer's Installation Instructions. Use the tools, adhesives, trowel types and procedures recommended in the instructions.
- B. Acclimatize the subfloor, all flooring material and adhesive for 48 hours before, during and after the installation by maintaining the room temperature between 18°C (65°F) and 24°C (75°F). Afterwards, maintain the temperature between 18°C (65°F) and 29°C (85°F).

3.04 CLEANING AND PROTECTION

- A. Remove all excess adhesive immediately after installation as recommended in the manufacturer's Installation Instructions.
- B. Before allowing traffic after installation, consult and follow the recommendations in the manufacturer's Installation Instructions.
- C. Following installation and cleanup, if the work of all other trades has not yet been completed, protect the flooring by laying sheets of non-staining brown Kraft paper, and then a layer of plywood sheets (rolls of non-staining heavy cardboard material could also be used for protection).
- D. Follow the instructions in the manufacturer's Maintenance Instructions when performing initial and regular maintenance procedures.

END OF SECTION 09 6519

SECTION 09 9000
PAINTING AND COATING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish all interior and exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items fully factory-finished unless specifically so indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Floors, unless specifically so indicated.
 - 6. Glass.
 - 7. Concealed pipes, ducts, and conduits.

1.02 RELATED REQUIREMENTS

- A. Section 01 6116 - Volatile Organic Compound (VOC) Content Restrictions.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
 - 5. If proposal of substitutions is allowed under submittal procedures, explanation of all substitutions proposed.

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the temperature ranges required by the paint product manufacturer.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide all paint and coating products used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Behr Process Corporation: www.behr.com/#sle.
 - 2. Duron, Inc: www.duron.com/#sle.
 - 3. Benjamin Moore & Co: www.benjaminmoore.com/#sle.
 - 4. PPG Paints: www.ppgpaints.com/#sle.
 - 5. Pratt & Lambert Paints: www.prattandlambert.com/#sle.
 - 6. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
 - 7. Farrell Calhoun: www.farrellcalhoun.com/#sle.
- C. Substitutions: See Section 01 6000 - Product Requirements.

2.02 PAINTS AND COATINGS - GENERAL

- A. Paints and Coatings: Ready mixed, unless intended to be a field-catalyzed coating.
 - 1. Provide paints and coatings of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each coating material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.
- B. Primers: As follows unless other primer is required or recommended by manufacturer of top coats; where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.
- C. Volatile Organic Compound (VOC) Content:
 - 1. Provide coatings that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- D. Colors: To be selected from manufacturer's full range of available colors.
 - 1. Selection to be made by Architect after award of contract.
 - 2. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 3. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint I-OP - All Interior Surfaces Indicated to be Painted, Unless Otherwise Indicated: Including gypsum board.
 - 1. Two top coats and one coat primer.
 - 2. Top Coat(s): Institutional Low Odor/VOC Interior Latex; MPI #143-148.
 - 3. Eggshell: MPI gloss level 3; use this sheen at all locations.
 - 4. Primer(s): As recommended by manufacturer of top coats.
- B. Paint I-OP-MD-DT - Medium Duty Door/Trim: For surfaces subject to frequent contact by occupants, including wood:
 - 1. Medium duty applications include doors and door frames.
 - 2. Two top coats and one coat primer.

3. Top Coat(s): High Performance Architectural Interior Latex; MPI #139, 140, 141.
4. Semi-Gloss: MPI gloss level 5; use this sheen at all locations.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Gypsum Board Surfaces to be Painted: Fill minor defects with filler compound. Spot prime defects after repair.
- G. Interior Wood Surfaces to Receive Opaque Finish: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats. Back prime concealed surfaces before installation.

3.02 APPLICATION

- A. Apply products in accordance with manufacturer's instructions.
- B. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- C. Apply each coat to uniform appearance.
- D. Sand wood and metal surfaces lightly between coats to achieve required finish.
- E. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- F. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.03 PROTECTION

- A. Touch-up damaged coatings after Substantial Completion.

END OF SECTION 09 9000

SECTION 10 1400
SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Building identification signs.

1.02 REFERENCE STANDARDS

- A. 36 CFR 1191 - Americans with Disabilities Act (ADA) Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; current edition.
- B. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- C. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Manufacturer's printed product literature for each type of sign, indicating sign styles, font, foreground and background colors, locations, overall dimensions of each sign.
- C. Selection Samples: Where colors are not specified, submit two sets of color selection charts or chips.
- D. Verification Samples: Submit samples showing colors specified.

PART 2 PRODUCTS

2.01 SIGNAGE APPLICATIONS

- A. Accessibility Compliance: Signs are required to comply with ADA Standards and ICC A117.1 _____, unless otherwise indicated; in the event of conflicting requirements, comply with the most comprehensive and specific requirements.
- B. Building Identification Signs:
 - 1. Use individual metal letters.
 - 2. Mount on outside wall in location indicated on drawings.

2.02 SIGN TYPES

- A. Color and Font: Unless otherwise indicated:
 - 1. Character Font: Helvetica, Arial, or other sans serif font.
 - 2. Character Case: Upper case only.
 - 3. Character Color: to be selected color.

2.03 DIMENSIONAL LETTERS

- A. Metal Letters:
 - 1. Metal: Aluminum casting.
 - 2. Finish: Brushed, satin.
 - 3. Mounting: Concealed or exposed screws.

2.04 ACCESSORIES

- A. Concealed Screws: Stainless steel, galvanized steel, chrome plated, or other non-corroding metal.
- B. Exposed Screws: Stainless steel.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Install neatly, with horizontal edges level.
- C. Locate signs and mount at heights indicated on drawings and in accordance with ADA Standards and ICC A117.1.

D. Protect from damage until Substantial Completion; repair or replace damaged items.

END OF SECTION 10 1400

SECTION 10 2800
TOILET, BATH, AND LAUNDRY ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Commercial toilet accessories.
- B. Residential toilet, shower, and bath accessories.
- C. Under-lavatory pipe supply covers.

1.02 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design; 2010.
- B. ASME A112.18.9 - Protectors/Insulators for Exposed Waste and Supplies on Accessible Fixtures; 2011.
- C. ASTM A269/A269M - Standard Specification for Seamless and Welded Austenitic Stainless Steel Tubing for General Service; 2015a.
- D. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar; 2015.
- E. ASTM C1036 - Standard Specification for Flat Glass; 2016.
- F. ASTM C1048 - Standard Specification for Heat-Strengthened and Fully Tempered Flat Glass; 2012.
- G. ASTM C1822 - Standard Specification for Insulating Covers on Accessible Lavatory Piping; 2015.
- H. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2018.
- I. ASTM G21 - Standard Practice for Determining Resistance of Synthetic Polymeric Materials to Fungi; 2015.
- J. ICC A117.1 - Accessible and Usable Buildings and Facilities; 2017.

1.03 SUBMITTALS

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

PART 2 PRODUCTS

2.01 MATERIALS

- A. Accessories - General: Shop assembled, free of dents and scratches and packaged complete with anchors and fittings, steel anchor plates, adapters, and anchor components for installation.
- B. Stainless Steel Sheet: ASTM A666, Type 304.
- C. Stainless Steel Tubing: ASTM A269/A269M, Grade TP304 or TP316.
- D. Mirror Glass: Tempered safety glass, ASTM C1048; and ASTM C1036 Type I, Class 1, Quality Q2, with silvering as required.
- E. Adhesive: Two component epoxy type, waterproof.
- F. Fasteners, Screws, and Bolts: Hot dip galvanized; tamper-proof; security type.

2.02 FINISHES

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

2.03 COMMERCIAL TOILET ACCESSORIES

- A. Mirrors: Stainless steel framed, 1/4 inch (6 mm) thick tempered safety glass; ASTM C1048.
 - 1. Size: 24"W x 36"H.
 - 2. Frame: 0.05 inch (1.3 mm) angle shapes, with mitered and welded and ground corners, and tamperproof hanging system; satin finish.
 - 3. Backing: Full-mirror sized, minimum 0.03 inch (0.8 mm) galvanized steel sheet and nonabsorptive filler material.
 - 4. Adjustable Tilt Mirrors: Stainless steel piano hinge full width of base and elbow hinges at sides of mirror, for minimum tilt forward from top of 6 inches (150 mm).
 - 5. Shelf: Stainless steel; gage and finish to match mirror frame, turned down edges, welded to frame; 5 inches (125 mm) deep, full width of mirror.
- B. Grab Bars: Stainless steel, smooth surface.
 - 1. Standard Duty Grab Bars:
 - a. Push/Pull Point Load: 250 pound-force (1112 N), minimum.
 - b. Dimensions: 1-1/4 inch (32 mm) outside diameter, minimum 0.05 inch (1.3 mm) wall thickness, exposed flange mounting, 1-1/2 inch (38 mm) clearance between wall and inside of grab bar.
 - c. Finish: Satin.
 - d. Length and Configuration: As indicated on drawings.

2.04 RESIDENTIAL TOILET, SHOWER, AND BATH ACCESSORIES

- A. Toilet Paper Holder: Surface mounted, single roll, concealed attachment.
 - 1. Material: Stainless steel; satin finish.
 - 2. Type: Spring-loaded spindle with brackets.
- B. Towel Bar: Square tubular bar; rectangular mounting posts, concealed attachment.
 - 1. Mounting Post Material: Stainless steel; satin finish.
 - 2. Bar Material: Stainless steel; satin finish.
 - 3. Length: 18 inches (460 mm).
- C. Shower Curtain Rod: Straight tube, 1 inch (25 mm) diameter, with mounting flanges for concealed attachment.
 - 1. Material: Stainless steel; satin finish.
 - 2. Length: 60 inches (___ mm).
- D. Shower Curtain: Mildew resistant fabric with corrosion resistant metal grommets.
 - 1. Material: Cotton, machine washable.
 - 2. Color: White.
 - 3. Shower Curtain Hooks: Stainless steel spring wire.
 - 4. Size: 60 by 60 inches (___ mm), hemmed edges.
- E. Robe Hook: Double-prong, concealed attachment.
 - 1. Material: Stainless steel; satin finish.

2.05 UNDER-LAVATORY PIPE AND SUPPLY COVERS

- A. Under-Lavatory Pipe and Supply Covers:
 - 1. Insulate exposed drainage piping including hot, cold, and tempered water supplies under lavatories or sinks to comply with ADA Standards.
 - 2. Exterior Surfaces: Smooth non-absorbent, non-abrasive surfaces.
 - 3. Construction: 1/8 inch (3.2 mm) flexible PVC.
 - a. Surface Burning Characteristics: Flame spread index of 25 or less and smoke developed index of 450 or less, when tested in accordance with ASTM E84.
 - b. Comply with ASTM C1822, type indicated.
 - c. Comply with ASME A112.18.9.
 - d. Comply with ICC A117.1.
 - e. Microbial and Fungal Resistance: Comply with ASTM G21.
 - 4. Color: White.

5. Fasteners: Reusable, snap-locking fasteners with no sharp or abrasive external surfaces.

END OF SECTION 10 2800

SECTION 12 3530
RESIDENTIAL CASEWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Kitchen cabinets.
- B. Kitchen countertops.
- C. Vanity cabinets.
- D. Vanity countertops.
- E. Casework hardware.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing joints between casework and countertops and adjacent walls, floors, and ceilings.

1.03 REFERENCE STANDARDS

- A. BHMA A156.9 - American National Standard for Cabinet Hardware; 2015.
- B. KCMA A161.1 - Performance and Construction Standard for Kitchen and Vanity Cabinets; 2017.
- C. KCMA (DIR) - Directory of Certified Cabinet Manufacturers; Current Edition.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide component dimensions, configurations, and construction details.
- C. Shop Drawings: Indicate casework locations, large scale plans, elevations, clearances required, rough-in and anchor placement dimensions and tolerances, and _____.

1.05 MOCK-UP

- A. Provide full size mock-up of casework base unit, upper cabinet, and counter top.

PART 2 PRODUCTS

2.01 COMPONENTS

- A. Cabinet Construction: Softwood lumber framing and particle board, tempered hardboard gables.
- B. Kitchen Countertop: Post formed plastic laminate over particle board, coved to back splash.
 - 1. Side Splash: Plastic laminate over particle board, square internal intersections to back splash and top surface, contoured to suit counter top profile.
- C. Vanity Countertop: Post formed plastic laminate over particle board, coved to back splash.
 - 1. Side Splash: Plastic laminate over particle board, square internal intersections to back splash and top surface, contoured to suit counter top profile.
- D. Door and Drawer Fronts: Solid wood.
- E. Bolts, Nuts, Washers and Screws: Of size and type to suit application.
- F. Concealed Joint Fasteners: Threaded steel.

2.02 HARDWARE

- A. Hardware: Manufacturer's standard.
- B. Shelf Standards and Rests: Vertical steel standards with rubber button fitted steel rests.
- C. Drawer and Door Pulls: Chrome wire pulls, 4 inches (102 mm) wide.
- D. Drawer Slides: Extension arms, steel construction.
- E. Hinges: Offset pin.

2.03 FABRICATION

- A. Shop assemble casework for delivery to site in units easily handled and to permit passage through building openings.
- B. Fabricate corners and joints without gaps or inaccessible spaces or areas where dirt or moisture could accumulate.
- C. Fabricate each unit to be rigid and not dependent on building structure for rigidity.
- D. Form smooth edges. Form material for countertops and shelves from continuous sheets.
- E. Provide cutouts for plumbing fixtures, appliances, and fixtures and fittings. Prime paint contact surfaces of cut edges.
- F. When necessary to cut and fit on site, provide materials with ample allowance for cutting. Provide trim for scribing and site cutting.

2.04 FINISHES

- A. Exposed To View Surfaces: Plastic laminate of to be selected color and to be selected pattern as selected.
- B. Interior Surfaces: Plastic Laminate of white color .

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify adequacy of support framing.

3.02 INSTALLATION

- A. Install casework, components and accessories in accordance with manufacturer's instructions.
- B. Use anchoring devices to suit conditions and substrate materials encountered.
- C. Set casework items plumb and square, securely anchored to building structure.
- D. Carefully scribe casework abutting other components, with maximum gaps of 1/32 inch (1 mm). Use filler strips; not additional overlay trim for this purpose.
- E. Close ends of units, back splashes, shelves and bases.

3.03 ADJUSTING

- A. Adjust doors, drawers, hardware, fixtures, and other moving or operating parts to function smoothly.

3.04 CLEANING

- A. Clean casework, countertops, shelves, and hardware.

3.05 PROTECTION

- A. Do not permit finished casework to be exposed to continued construction activity.

END OF SECTION 12 3530

SECTION 32 3119
DECORATIVE METAL FENCES AND GATES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Decorative steel fences.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS

- A. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2017.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Submit manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings:
 - 1. Indicate plan layout, spacing of components, post foundation dimensions, hardware anchorage, gates, and schedule of components.
- D. Installer's Qualification Statement.
- E. Manufacturer's Warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products specified in this section with minimum five years documented experience.
- B. Installer Qualifications: Experienced with type of construction involved and materials and techniques specified and approved by fence manufacturer.

1.06 WARRANTY

- A. Manufacturer's Warranty covering cracking, peeling, chipping, blistering, or corroding: 20 years.
- B. Reimbursement for labor: 5 years.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Basis of Design: Decorative Metal Fences and Gates:
 - 1. Ameristar Perimeter Security, USA; Montage Plus: www.ameristarfence.com/#sle.
 - 2. Substitutions: See Section 01 6000 - Product Requirements.

2.02 FENCES

- A. Fences: Complete factory-fabricated system of posts and panels, accessories, fittings, and fasteners; finished with electrodeposition coating, and having the following performance characteristics:
- B. Electro-Deposition Coating: Multi-stage pretreatment/wash with zinc phosphate, followed by epoxy primer and acrylic topcoat.
 - 1. Total Coating Thickness: 2 mils (0.058 mm), minimum.
 - 2. Color: As selected by Architect from manufacturer's standard range.
- C. Steel: ASTM A653/A653M; tensile strength 45,000 psi (310 MPa), minimum.
 - 1. Hot-dip galvanized; ASTM A653/A653M, G60.
 - 2. 62 percent recycled steel, minimum.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Install in accordance with manufacturer's instructions.
- B. Set fence posts in accordance with the manufacturer recommended spacing.

3.02 CLEANING

- A. Clean jobsite of excess materials; scatter excess material from post hole excavations uniformly away from posts. Remove excess material if required.
- B. Clean fence with mild household detergent and clean water rinse well.

3.03 PROTECTION

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

END OF SECTION 32 3119

