

PROJECT MANUAL

Arkansas State University Mid-South Adult Education Foundation & Interior Repairs

2000 West Broadway
West Memphis, AR 72301

Architect

Witsell Evans Rasco, P.A.
901 West Third Street
Little Rock, Arkansas 72201
(501) 374-5300

Structural Engineering

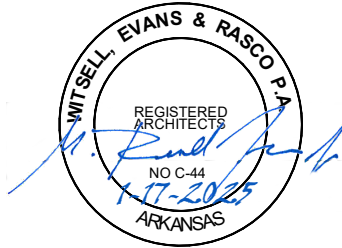
Bernhard TME
1 Allied Drive, Suite 2600
Little Rock, Arkansas 72202
(501)666-6776

**January 17, 2025
ASUMCH21.04**

SECTION 00 0105
CERTIFICATIONS PAGE

ARCHITECT

I HEREBY CERTIFY THAT THIS PROJECT MANUAL WAS PREPARED BY ME, OR UNDER MY DIRECT SUPERVISION, AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF ARKANSAS.



NAME: G. RUSSELL FASON, AIA DATE: 01/17/2025 REG. NO C-44

END OF SECTION

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NOT USED

**SECTION 00 1113
INVITATION TO BID**

PROJECT NUMBER: ASUMOE21.04

NOTICE TO CONTRACTORS

You are invited to bid on a General Contract for Arkansas State University Mid-South Campus foundation, interior repairs, and masonry repairs for the Adult Education Building (2003 W. Broadway Ave.) project, West Memphis, Arkansas. Arkansas State University: Mid-South Campus will hereinafter be termed Owner. Bids shall be on a Lump Sum basis.

Owner will receive mail in or hand delivered bids. Mail in bids should be sent to ASU Mid-South, 2000 West Broadway, West Memphis, AR 72301 Attn: Purchasing. Mail in bids MUST be received by 10:00am on day of Bid Opening. Contractors may hand deliver bids between 1:00 p.m. and 2:00 p.m., to Magruder Hall, Room 106, local time, February 4th, 2025. Bids received after 2:00 p.m. will not be accepted. Interested parties will be notified of results.

Owner, unless designated to another entity, supervises the bidding and awarding of all construction contracts, approves contracts, change orders, requests for payment and ensures that on-site inspections are accomplished.

WER Architects

Attn: James Swann

901 West 3rd Street

Little Rock, AR 72201

(501) 626-8339

jswann@werarch.com

Southern Reprographics

901 W. 7th Street

Little Rock, AR 72201

(501)372-4011

Builders Exchange

642 S. Cooper

Memphis, TN 38104

(901)272-7495

Obtaining contract documents through any source other than the Design Professional listed above, or his representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information, and the bidder runs the risk of basing bidder's proposal on such information. The documents obtained through the Architect or his representative(s) are considered the official version and take precedence if any discrepancies occur.

Bid Security in the amount of five percent (5%) of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

Bidders are hereby notified that any bidder who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract which does not obligate the contractor to require the submission of Disclosure forms for subcontractors.

All bidders must hold a current Commercial Contractors License, appropriate for the work. License must be valid in the state of Arkansas and accepted by Ark. Code 17-25-101.

The Owner reserves the rights to reject any and all bids, and to waive any formalities. Bidders shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before the bid is submitted, except as otherwise provided for federally funded projects, and therefore excepted by Ark. Code Ann. §17-25-315.

Pursuant to Ark. Code Ann. § 22-9-203, the Owner encourages all small, minority, and women business enterprises to submit bids for capital improvements. Bidders subcontracting portions of the work shall encourage the participation of small, minority and women's business enterprises.

A mandatory Pre-Bid meeting will be held at the ASU Mid-South Arkansas Workforce Center, Room JC100 (2003 W. Browadway Ave., West Memphis, AR, 72301) on January 28th, 2025 at 2:00pm.

END OF SECTION

**SECTION 00 2100
INSTRUCTIONS TO BIDDERS**

SUMMARY V.22

1.01 SEE AIA A701, INSTRUCTIONS TO BIDDERS FOLLOWING THIS DOCUMENT.

END OF SECTION

**SECTION 00 2113
SUPPLEMENTARY INSTRUCTIONS TO BIDDERS**

V.22

THE MODIFICATIONS (ADDITIONS, DELETIONS AND SUBSTITUTIONS) TO THE AMERICAN INSTITUTE OF ARCHITECTS "INSTRUCTIONS TO BIDDERS" (AIA DOCUMENT A701-97), LISTED BELOW ARE PART OF THE BIDDING DOCUMENTS. WHERE ANY PART OF THIS DOCUMENT IS MODIFIED BY THIS SECTION, THE UNALTERED PROVISIONS SHALL REMAIN IN EFFECT.

2.01 ARTICLE 3.3.1:

- A. After "substitutions", add "and must comply with requirements of Section 01 3000."

2.02 ARTICLE 4.2.1:

- A. delete last sentence.

2.03 ARTICLE 5.3.1:

- A. In line 3 after "does not exceed" insert "25%".
- B. Delete 2nd sentence in its entirety and insert "The Owner reserves the right to reject any or all bids and to waive all formalities."

2.04 ARTICLE 5.3.2:

- A. Delete in its entirety.

2.05 ARTICLE 7.1.2:

- A. Delete 2nd sentence.

2.06 ARTICLE 7.1.3:

- A. Delete in its entirety.

2.07 ARTICLE 7.1.4, ADD NEW PARAGRAPH AS FOLLOWS:

- A. 7.1.4 Arkansas Code Annotated § 22-9-404 requires listed subcontractors (mechanical, plumbing, electrical, and roofing/sheet metal) whose bid to prime contractor exceeds \$50,000 to provide a 100% performance and payment bond to prime contractor IF REQUIRED BY THE PRIME CONTRACTOR".

2.08 ARTICLE 7.2.1:

- A. Delete paragraph in its entirety and insert "The bidder shall deliver required bonds to Architect within 10 days of receipt of Intent to Award notice. Failure to furnish required bonds may cause forfeiture of bid guarantee to Owner as liquidated damages".

2.09 ARTICLE 7.2.2:

- A. Delete 1st sentence and insert "Bond shall be written on enclosed Arkansas Statutory Performance and Payment Bond Form".

2.10 ARTICLE 7.2.3:

- A. In line 1, Delete "or after the" and insert "same date as".

2.11 BID OPENING:

- A. The Bid Opening will be conducted at the time and place as stated in the Advertisement for Bids.

2.12 BONDS:

- A. Bonds will be required as stated in the Advertisement for Bids.

2.13 LICENSING REQUIREMENTS:

- A. Comply with Licensing Requirements as stated in the Advertisement for Bids

2.14 TIME:

- A. Time will be of the essence of the Contract; The Contractor must agree to complete the Work within the Time Period as set forth in the Bid Form.

2.15 LIQUIDATED DAMAGES:

- A. Liquidated Damages will be required as stated in the Bid Form.

2.16 RETAINAGE:

- A. In accordance with Arkansas Code Annotated § 22-9-601, retainage will be withheld from progress payments. Refer to General and Supplementary General Conditions for retainage amounts.

2.17 NAMING OF SUBCONTRACTORS ON BID FORM: ARKANSAS CODE ANNOTATED § 22-9-204.

- A. Prime contractors, as a condition to perform work for and in the State of Arkansas shall use no other subcontractors, when the subcontractors portion of the project is \$50,000 or more, except those licensed by the State Contractor's Licensing Board and qualified in: (a) mechanical (indicative of heating, air conditioning and ventilating), (b) plumbing, (c) electrical (indicative of wiring and illuminating fixtures), and (d) roofing and sheet metal work (indicative of roofing application). In the event the prime contractor is qualified and licensed by the "Arkansas State Contractor's Licensing Board, he may use (must name) his own forces to perform those tasks listed herein as subcontractors in one or more of the trades listed. (Emphasis added)
- B. The prime contractor shall make a definite decision regarding the subcontractors he intends to use, and he shall place the names of each subcontractor in a blank space to be provided on the Form of Proposal of his bid. It shall be mandatory that the (a) mechanical, (b) plumbing, (c) electrical, and (d) roofing and sheet metal subcontractors named on the Form of Proposal by the prime contractor awarded a contract under the provisions of this code be given contracts by the prime contractor in keeping with their proposals to perform the items for which they were named. It shall be a violation of this code for any prime contractor to submit a bid listing unlicensed contractors or to use unlicensed contractors on a public works project. Any subcontractor not licensed by the Contractor's Licensing Board shall also be in violation of this section if they perform work on a public works project.

2.18 CONDENSATION OF CLAUSES:

- A. The specifications are condensed in the interests of brevity and clarity. Incomplete sentences have been used; words such as "a", "the", "all", and the phrases, "the contractor shall", "shall be", "as indicated on the drawings", have been intentionally omitted. "Provide" means "furnish and install". "Including" means "including, but not limited to". Refer any questions of interpretation to the Architect immediately.

2.19 END OF DOCUMENT

END OF SECTION

**SECTION 00 3100
AVAILABLE PROJECT INFORMATION**

PART 1 GENERAL V.22

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 Contract Documents, as follows:
 - 1. Existing Construction Documents.
 - a. Hard copy can be viewed on site at mandatory pre-bid site visit.
 - b. Digital copy can be provided by WER upon request.

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 Owner:
 - 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.
 - a. Submit application within five days of the Notice to Proceed.
 - 2. Pay required fees.
 - 3. Advise Architect if submission of modified documents is necessary to have the authorities having jurisdiction complete the plan review and approval process. Submit modified documents expeditiously.
 - 4. Do not commence execution of any item of work for which a permit has not been obtained.

END OF SECTION

**SECTION 00 4000
PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

PART 1 GENERAL V.20

1.01 EMPLOYMENT OF ILLEGAL IMMIGRANTS - CERTIFICATION BY BIDDER

A. Representations and Certifications:

1. Governmental Certifications: Certification by Bidder. Pursuant to Act 157 of 2007, all bidders must certify prior to award of contract that they do not employ or contract with any illegal immigrant(s) in its contract. Bidders shall certify on line at <http://www.arkansas.gov.dfa/procurement>. The Act is printed in full on the website and contains all information regarding any penalties and the procedures for certification by subcontractors.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 00 4100
BID FORM**

TO:

Arkansas State University
Mid-South
2000 W. Broadway
West Memphis, AR 72301

FROM:

Name of Bidder: _____
Address: _____

Phone/Fax: _____ License No. _____

BASE BID

Pursuant to and in compliance with Bidding Documents, I hereby propose and agree to furnish the work proposed in accordance with the Contract Documents for the sum of:

BASE BID: _____ \$ _____
Dollars (written out) Numerical

ALLOWANCES:

- A. Section 04 2000 – Unit Masonry: Include the stipulated quantity of 50 square feet of additional brick replacement in addition to what is shown on the drawings. Refer to Section 01 2200 – Unit Prices for schedule.

Allowance 'A': _____

- B. Section 04 2000 – Unit Masonry: Include the stipulated quantity of 150 linear feet of additional repointing at existing masonry brick veneer and precast concrete in addition to what is shown on the drawings. Refer to Section 01 2200 – Unit Prices for schedule.

Allowance 'B': _____

UNIT PRICES

- A. Section 04 2000 – Unit Masonry: Price cost per square foot to remove and replace existing masonry brick veneer. Refer to Section 01 2100 – Allowances for schedule.

UNIT PRICE: _____ \$/ sq. ft.

- B. Section 04 2000 – Unit Masonry: Price cost per linear feet of repointing at existing masonry brick veneer and precast concrete. Refer to Section 01 2100 – Allowances for schedule.

UNIT PRICE: _____ \$/ linear ft.

- C. Refer to Section 01 2200 Unit Prices.

ADDENDA

The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

1. Dated _____

COMPLETION DATE:

Bidder agrees that the work will begin within 10 days of Notice to Proceed and that Bidder will provide an estimated number of days to complete this project: _____ Days

THE UNDERSIGNED, IN COMPLIANCE WITH THE CONTRACT DOCUMENTS FOR THE PURCHASE AND DELIVERY OF THE ABOVE NAMED PROJECT, DOES HEREBY DECLARE:

That the undersigned understands the Owner reserves the right to reject any and all bids and to waive any formality;

That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds;

The undersigned further agrees that the bid security payable to Owner and accompanying this proposal shall become the property of the Owner as liquidated damages if the undersigned fails to execute the Contract or to deliver the required bonds to the Owner within 5 days from receipt of the Intent to Award as these acts constitute a breach of the Contractor's duties.

That this bid may not be withdrawn for a period of 30 days after the bid opening.

That the Owner's intent is to purchase equipment within the limits established by the funds appropriated for the project;

The following documents are attached to and made a condition of this Bid:

Bid security.

IF AWARDED THE CONTRACT, IN COMPLIANCE WITH ARKANSAS ANNOTATED CODE § 22-9-204, THE FIRMS NAMED BELOW WILL BE EMPLOYED AS SUBCONTRACTORS FOR THEIR RESPECTIVE TRADES

A. Demolition: _____

(Division 02)

Is amount of work \$50,000 or over: Yes _____ No _____ License No.

B. Masonry: _____

(Division 04)

Is amount of work \$50,000 or over: Yes _____ No _____ License No.

C. Carpentry/Misc Metals: _____

(Division 05 & 06)

Is amount of work \$50,000 or over: Yes _____ No _____ License No.

D. Gypsum Wallboard/Painting: _____

(Division 09)

Is amount of work \$50,000 or over: Yes _____ No _____ License No.

IF AWARDED THE CONTRACT, I AGREE TO ENTER INTO AND EXECUTE A CONTRACT ON THE BASIS OF THIS BID, AND TO FURNISH BONDS AND PROOF OF INSURANCE IN ACCORDANCE WITH THE INSTRUCTION TO BIDDERS AND THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION.

I HAVE COMPLETED THE BID AND HAVE ATTACHED BID SECURITY, IN SPECIFIED AMOUNT, AND COPY OF SURETY AGENT'S POWER OF ATTORNEY.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

IF BIDDER IS A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES AND _____
ADDRESSES OF
PARTNERS: _____

IF BIDDER IS A CORPORATION, COMPLETE THE FOLLOWING:

NAME AND _____

ADDRESS OF

PRESIDENT: _____

NAME AND _____

ADDRESS OF

TREASURER: _____

(SEAL)

END OF SECTION

**SECTION 00 5200
AGREEMENT FORM**

PART 1 GENERAL V.20

1.01 FORM OF AGREEMENT

1.02 THE AIA A101 - 2017 STANDARD AGREEMENT WILL BE USED AS THE BASIS OF THE FORM OF AGREEMENT FOR THIS PROJECT. COPIES OF THIS STANDARD DOCUMENT ARE AVAILABLE AT SOUTHERN REPROGRAPHICS OR WER ARCHITECTS IF DESIRED OR NEEDED PRIOR TO BID DATE.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION



AIA® Document A701® – 2018

Instructions to Bidders

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

ASU Mid-South Adult Ed
2000 West Broadway
West Memphis, AR 72301
Project Description: Foundation, interior repairs, and masonry repairs for the Adult Education Building (2003 W. Broadway Ave.).

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

ASU Mid-South
2000 West Broadway
West Memphis, AR 72301
(870) 733-6722

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

Witsell Evans Rasco, P.A.
901 W. Third
Little Rock, AR 72201
501-374-5300

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- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
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- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

ADDITIONS AND DELETIONS:

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

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

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.

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.)

§ 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.)

§ 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.)

§ 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 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.)

§ 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.)

.4 Building Information Modeling Exhibit, if completed:

.5 Drawings

Number

Title

Date

.6 Specifications

Section

Title

Date

Pages

.7 Addenda:

Number

Date

Pages

.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.)

Additions and Deletions Report for

AIA® Document A701® – 2018

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:06:04 CST on 01/14/2025.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

ASU Mid-South Adult Ed

2000 West Broadway
West Memphis, AR 72301

Project Description: Foundation, interior repairs, and masonry repairs for the Adult Education Building (2003 W. Broadway Ave.).

ASU Mid-South

2000 West Broadway
West Memphis, AR 72301

(870) 733-6722

Witsell Evans Rasco, P.A.

901 W. Third
Little Rock, AR 72201

501-374-5300

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:06:04 CST on 01/14/2025 under Order No. 20240060609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A701™ - 2018, Instructions to Bidders, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**SECTION 00 6000
PERFORMANCE BOND AND PAYMENT BOND**

V.20

We _____, hereinafter referred to as Principal and _____, hereinafter referred to as Surety, are held and firmly bound unto Arkansas State University Mid-South, as obligee, hereinafter referred to as Owner, in the amount of \$ _____, said amount to be deemed a performance bond payable to Owner under the terms of this Performance and Payment Bond Agreement. The Principal and Surety state that the Surety is a solvent corporate surety company authorized to do business in the State of Arkansas.

1.01

Principal has by written agreement dated _____ entered into a Contract (the Contract) with the Owner for:

_____. The above referenced Contract is incorporated herein by reference.

Under this Performance and Payment Bond Agreement, the Principal and Surety shall be responsible for the following:

- a. The principal shall faithfully perform the above reference contract, which is incorporated herein by reference and shall pay all indebtedness for labor and materials furnished or performed under the contract.
- b. In the event that the principal fails to perform the contract, the principal and the surety, jointly and severally, shall indemnify and save harmless the owner from all cost and damage which the owner may suffer by reason of principal's failure to perform the contract. Said indemnification shall include, but not be limited to, full reimbursement and repayment to the owner for all outlays and expenses which the owner may incur in making good any such default or failure to perform the contract by the principal.
- c. Principal shall pay all persons all indebtedness for labor or material furnished or performed under the contract and in doing so this obligation shall be null and void. In the event that principal fails to pay for such indebtedness, such persons shall have a direct right of action against the principal and surety, jointly and severally, under this obligation, subject to the owner's priority.

This bond given in accordance with Arkansas laws and regulations (including Ark. Code Ann. §18-44-503, §19-4-1405 and § 22-9-401 et seq.). The Surety guarantees that the Principal shall comply with Ark. Code Ann. § 22-9-308 (d) by payment and full compliance with all prevailing hourly wage contract provisions where the contract amount exceeds the amount provided in Ark. Code Ann. § 22-9-302(1).

Any alteration which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties or either or any of them, their heirs, personal representatives, successors or assigns from their liability hereunder, notice to the Suety or Sureties of any such alteration, extension or forbearance being hereby waived. In no event shall the aggregate liability of the Surety exceed the amount provided in the Contract.

This Performance and Payment Bond Agreement is binding upon the above named parties, and their successors, heirs, assigns and personal representatives.

Executed by the parties who individually represent that each has the authority to enter into this agreement.

BY: _____

CONTRACTOR DATE

BY: _____

AGENT/ATTORNEY-IN-FACT DATE
(IN ACCORDANCE WITH ARK. CODE ANN. §22-9-402(B))

AGENT DATE

ADDRESS

CITY COUNTY STATE ZIP CODE

BUSINESS PHONE: _____

FAX: _____

MAIL: _____

THIS FORM IS THE ONLY PERFORMANCE AND PAYMENT BOND ACCEPTABLE TO THE OWNER

PERFORMANCE AND PAYMENT BOND

AMENDMENT #____

We, _____ hereinafter referred to as Principal, and _____ hereinafter referred to as Surety, have entered into an agreement entitled "Performance and Payment Bond", with the Arkansas State University Mid-South as obligee hereinafter after known as Owner Agency.

Futhermore, we agree that said bond agreement, which was filed in the county of _____ on the _____ day of _____, 20__ and this amendment # _____ is hereby incorporated into said bond agreement and any previous amendments(s) therein.

This amendment shall be upon the same terms and conditions as set forth in the Bond Agreement, including any amendments, except the Agreement shall be amended and modified as follows:

1. The total aggregate amount for the Bond Agreement shall be \$ _____ dollars.
This amended amount reflects those costs, time for completion and other terms of the Contract associated with said bond agreement and Change Order(s) # _____ for the project contract entered into between Principal and Owner Agency.

2. This Performance and Payment Bond Agreement Amendment is binding upon the above named parties, and their successors, heirs, assigns and personal representatives. The Bond Agreement as hereby extended, amended and modified is hereby ratified and confirmed by the parties who individually represent that each has the authority to enter into this amended agreement.

BY: _____

CONTRACTOR _____ DATE _____

BY: _____

ARKANSAS RESIDENT LOCAL AGENT/ATTORNEY-IN-FACT _____ DATE _____

(in accordance with Arkansas Code Annotated §22-9-402(b)(1)(2))

AGENT _____ DATE _____

ADDRESS _____ BUSINESS PHONE/FAX # _____

CITY _____ COUNTY _____ STATE ZIP CODE _____

ARKANSAS STATUTORY PERFORMANCE AND PAYMENT BOND AMENDMENT IS THE ONLY BOND AMENDMENT FORM THE OWNER WILL ACCEPT.

END OF SECTION

**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

V.20 SEND TO:

WER ARCHITECTS / PLANNERS ATTN: JAMES SWANN

901 W. 3RD STREET

LITTLE ROCK, AR 72201

PHONE: (501) 626-8339

EMAIL: JSWANN@WERARCH.COM

SECTION: _____ PARAGRAPH: _____ SPECIFIED ITEM: _____

PROPOSED SUBSTITUTE: _____

ATTACH, COMPLETE DESCRIPTION, DESIGNATION, CATALOG OR MODEL NUMBER, SPEC DATA SHEET, AND OTHER TECHNICAL DATA, INCLUDING LABORATORY TESTS IF APPLICABLE.

ANSWER THE FOLLOWING QUESTIONS:

WILL SUBSTITUTION AFFECT DIMENSIONS INDICATED ON DRAWINGS? IS THE SIZE DIFFERENT PHYSICAL SIZE?

WILL SUBSTITUTION AFFECT WIRING, PIPING, DUCTWORK, ETC. INDICATED ON DRAWINGS? THIS INCLUDES LOWER OR HIGHER ELECTRICAL LOAD AND/OR VOLTAGE; DIFFERENT BTU HEAT LOAD AND/OR OR VENTING; REQUIRED CLEARANCES, ETC.

WHAT AFFECT WILL SUBSTITUTION HAVE ON OTHER TRADES?

LIST ANY DIFFERENCES BETWEEN PROPOSED SUBSTITUTION AND SPECIFIED ITEM:

IF NECESSARY, WILL THE UNDERSIGNED PAY FOR ARCHITECTS/ENGINEER'S COSTS, REQUIRED TO REVISE WORKING DRAWINGS, THAT ARE CAUSED BY SUBSTITUTION?

MANUFACTURER'S WARRANTY OF PROPOSED ITEMS ARE ☐ SAME ☐ DIFFERENT

PROPOSED COST SAVINGS USING SUBSTITUTION PRODUCT: _____

REVIEW COMMENTS:

☐ APPROVED

☐ APPROVED AS NOTED (SEE ATTACHED EXPLANATION)

☐ NOT APPROVED / REJECTED

☐ REJECTED / RECEIVED TOO LATE / NOT REVIEWED

REMARKS: _____ REVIEWED BY: _____

SUBMITTED BY:

FIRM: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

PHONE/EMAIL: _____

END OF SECTION

**SECTION 00 7200
GENERAL CONDITIONS**

V.22 FORM OF GENERAL CONDITIONS

**1.01 THE AIA A201-2007 GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION
APPLICABLE TO THIS CONTRACT IS ATTACHED FOLLOWING THIS PAGE.**

RELATED REQUIREMENTS

2.01 SECTION 00 7300 - SUPPLEMENTARY GENERAL CONDITIONS.

END OF SECTION



AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

ASU Mid-South Adult Ed
2000 West Broadway
West Memphis, AR 72301

THE OWNER:

(Name, legal status and address)

Witsell Evans Rasco, P.A.
901 W. Third
Little Rock, AR 72201

THE ARCHITECT:

(Name, legal status and address)

ASU Mid-South
2000 West Broadway
West Memphis, AR 72301

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- 11 INSURANCE AND BONDS
- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS

ADDITIONS AND DELETIONS:

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

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

14 TERMINATION OR SUSPENSION OF THE CONTRACT

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

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

§ 1.2 Correlation and Intent of the Contract Documents

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

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

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

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

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

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

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 Owner's Right to Stop the Work

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

§ 2.5 Owner's Right to Carry Out the Work

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

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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

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

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

§ 3.3 Supervision and Construction Procedures

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

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

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

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

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

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

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

§ 3.9 Superintendent

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

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

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

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

constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

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

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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

ARTICLE 4 ARCHITECT

§ 4.1 General

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

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

§ 4.2 Administration of the Contract

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

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

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

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

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

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

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

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

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

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

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

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

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

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

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

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

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

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

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

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

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

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

§ 6.2 Mutual Responsibility

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

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

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

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

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

§ 6.3 Owner's Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

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

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

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

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

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

whom the Contractor intends to pay.

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

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

§ 9.4 Certificates for Payment

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

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

§ 9.5 Decisions to Withhold Certification

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

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

or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

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

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

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

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

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

- .1 employees on the Work and other persons who may be affected thereby;

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

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

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

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

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

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

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

§ 10.2.8 Injury or Damage to Person or Property

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

§ 10.3 Hazardous Materials and Substances

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

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

the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

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

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

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

§ 11.3 Waivers of Subrogation

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

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

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

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

fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

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

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

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

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

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

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

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

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

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

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

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

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

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

approvals where building codes or applicable laws or regulations so require.

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

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

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

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

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

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

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

§ 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.

Additions and Deletions Report for

AIA[®] Document A201[®] – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:03:49 CST on 01/14/2025 under Order No. 20240060609 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

**SECTION 00 7300
SUPPLEMENTARY GENERAL CONDITIONS**

PART 1 GENERAL V.22

1.01 SUMMARY

- A. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO GENERAL CONDITIONS

SUPPLEMENTARY GENERAL CONDITIONS: THE FOLLOWING SUPPLEMENTS MODIFY THE "GENERAL CONDITION OF THE CONTRACT FOR CONSTRUCTION", AIA DOCUMENT A201-2007. WHERE A PORTION OF THE GENERAL CONDITIONS IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY CONDITIONS, THE UNALTERED PORTIONS OF THE GENERAL CONDITIONS SHALL REMAIN IN EFFECT.

3.8.1 In line 1 after "Documents." add "Refer to Section 01 2100."

3.8.2.2 Add the following to end of clause, "except when installation is specified as part of the allowance. "Refer to Section 01 2100."

3.9.3 Add the following sentence at the end of the paragraph, "In event the approved superintendent must be changed for circumstances beyond the G.C.'s control, or at the direction of the Owner, the replacement superintendent must meet with the Owner's approval.

3.10 Add the following new subparagraph:

"3.10.4 Submit construction schedules in accordance with Section 01 3216."

3.11 At end of paragraph, add "Submit in accordance with Section 01 7000."

3.12.5 At end of subparagraph, add "Submit in accordance with Section 01 3000."

7.3.7 Lines 4 through 5, delete "reasonable...profit." and insert "an allowance for overhead and profit in accordance with the schedule set forth in subparagraph 7.3.11.

7.3 Add new subparagraph as follows:

"7.3.11 In subparagraph 7.3.7, the allowance for overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the contractor, for work performed by the Contractor's own forces, 12 percent of the cost.
2. For the contractor, for work performed by his subcontractor, 5 percent of the amount due the subcontractor.
3. For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor's or sub-subcontractor's own forces, 12 percent of the cost.
4. For each subcontractor, for work performed by the subcontractor's sub-subcontractors, 5% of the amount due the sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major costs items are subcontracts, they shall be itemized also."

8.3 Add the following subparagraphs:

"8.3.4 The construction completion dates agreed on include an allowance for calendar days per month which may not be available for construction out-of-doors (normal inclement weather).

8.3.4.1 Contract time will not be extended due to normal inclement weather unless the Contractor can substantiate, to satisfaction of Architect, that greater-than-normal inclement weather occurred, considering the full term of contract time, using averaged accumulated record

mean values from climatological data compiled by National Weather Service for the project locale, and that alleged greater-than-normal inclement weather actually delayed Work or portions of Work.

8.3.4.1.1 The measure of extreme weather shall be the number of days in excess of those stated for each month, in which precipitation exceeded 0.10 inch, from area weather station for same period of time, which is same source of data used to determine normal weather losses.

8.3.4.1.2 If total accumulated number of calendar days lost to weather exceeds total accumulated number expected for same period from inclement weather table, time for completion will be extended by number of calendar days needed to include excess number of calendar days lost.

8.3.4.2 Contract time will not be extended due to weather occurring after building is enclosed. "Enclosed" is defined to mean when building is sufficiently sealed, either temporarily or permanently, to permit structure to be heated and roof completed in order to permit drywall trades to work. The Architect shall determine when structure is "enclosed", and shall issue a letter to Owner, with a copy to Contractor, stating date building became "enclosed".

8.3.4.3 No change in contract sum will be authorized because of contract time due to weather."

9.2 At end of paragraph, add "Submit in accordance with Section 01 3000."

9.3.1:

1. At end of subparagraph, add "Submit in accordance with Section 01 3000."

2. Add new clause as follows:

"9.3.1.3 Until Substantial Completion of the Work, 5% of each progress payment will be retained. Refer to Article 9.8.3 for adjustment in retainage upon Substantial Completion of Work.

9.10.2 At end of subparagraph, add "Submit affidavit of payment of debts and claims and affidavit of release of liens on AIA Forms G706 and G706A, respectively."

11.1.1 Add the following new clauses:

"11.1.1.9 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X, C and U coverages as applicable).
2. Independent Contractor's Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
6. Owner, non-owned and hired motor vehicles.
7. Broad Form Property Damage including Completed Operations."

11.1.2 Add new clause as follows:

"11.1.2.1 The insurance required by Subparagraph 11.1.1 shall be written for not less than the following limits, or greater if required by law:

1. Worker's Compensation Statutory
Employer's Liability \$100,000 per accident,
- \$500,000 Disease Policy Limit
- \$100,000 Disease, Each Employee
2. Commercial General Liability
(including Premises-Operations,
Independent Contractors'
Protective, Products and Completed
Operations, Broad Form Property Damage)
 - a. Bodily Injury & \$1,000,000 each occurrence
Property Damage Combined \$2,000,000 aggregate

- b. Products and Completed Operations to be maintained for 2 year after final Payment. \$2,000,000 aggregate
 - c. Property Damage Liability Insurance will provide X, C, or U Coverage.
 - d. Broad Form Property Damage Coverage shall include Completed Operations.
- 3. Contractual Liability
 - a. Bodily Injury & Property Damage Combined \$1,000,000 each occurrence \$2,000,000 aggregate
- 4. Personal Injury, with Employment Exclusion deleted \$2,000,000 aggregate
- 5. Business Auto Liability (including owned, non-owned and hired vehicles)
 - a. Bodily Injury & Property Damage Combined \$1,000,000 each occurrence \$2,000,000 aggregate
- 6. If the General Liability coverages are provided by a Commercial Liability policy, the:
 - a. General Aggregate shall be not less than \$2,000,000 and it shall apply, in total, to this Project only.
 - b. Fire Damage Limit shall be not less than \$50,000 on any one Fire.
 - c. Medical Expense Limit shall be not less than \$2,500 on any one person.
- 7. Umbrella Excess Liability \$1,000,000 over primary insurance
 - \$10,000 retention for self-insured hazards, each occurrence -

11.1.3 Add the following new clause as follows:

"11.1.3.1 The Contractor shall furnish 3 copies of each Certificate of Insurance herein required which shall specifically set forth evidence of all coverage required. Use ACORD certificate, 25-S, completed and supplemented in accordance with AIA Document A715."

11.2.1 In line 1 change "Owner" to "Contractor" and insert the following:

"The Contractor shall purchase and maintain insurance, in same amounts as specified in 11.1.2.1 above, covering the Owner's contingent liability for claims which may arise from operations under the Contract. The term "Owner", shall be deemed to include the Owner's employees, the Architect, and the Architect's employees and consultants."

11.3.1 ADD the following sentences:

"The form of policy for this coverage shall be Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall bear all reasonable costs properly attributable thereto."

11.3.1.3 Delete in its entirety.

11.3.4 Delete in its entirety.

11.4.1 Delete in its entirety and substitute the following:

"11.4.1 Contractor shall bond covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds must be issued by a Surety licensed to do work in Arkansas. Cost shall be included in the Contract Sum. The amount of bond shall be equal to 100 percent of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner not less than three days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished."

11.4.1.2 The Contractor shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of the power of attorney.

11.4.1.3 File a copy of the bond with Circuit Clerk in the county in which project is located.

12.2.2 Add the following to the subparagraph:

"12.2.2.1 Provide for and arrange a one year inspection of facilities before warranties expire, by Contractor, Architect/Engineer, and Owner. Inspection to occur before the end of the eleventh month from the date of substantial completion"

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 1000 SUMMARY

PART 1 GENERAL V.20

1.01 PROJECT

- A. Project Name: ASU Mid South - Adult Ed
- B. Owner's Name: Arkansas State University.
- C. Architect's Name: WER Architect's.
- D. The Project consists of foundation, interior repairs, and masonry repairs for the Adult Education Building (2003 W. Broadway Ave.).

1.02 WORK BY OWNER

- A. Cooperate fully with the Owner's own forces or separate contractors, if any, so work on those contracts may be carried out smoothly, without interfering with or delaying work under this contract.

1.03 OWNER OCCUPANCY

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

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others.
 - 3. Work by Owner.
- C. Do not unreasonably encumber site with materials or equipment. Confine stockpiling of materials to areas authorized by Owner.
- D. 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.
- E. Workers on the jobsite are to be reminded that adjunct areas are occupied and in use on the campus. **Workers will maintain a respectful attitude toward all people for the duration of the construction project. Abusive language or gestures will result in immediate dismissal from the project.**
- F. Existing building spaces may not be used for storage.
- G. Time Restrictions:
 - 1. Limit conduct of especially noisy work outside of class hours.
- H. Utility Outages and Shutdown:
 - 1. Limit disruption of utility services to hours the building is unoccupied.
 - 2. Do not disrupt or shut down life safety systems, without 7 days notice to Owner and authorities having jurisdiction.
 - 3. Prevent accidental disruption of utility services to other facilities.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2000
PRICE AND PAYMENT PROCEDURES**

PART 1 GENERAL V.20

2.01 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.

2.02 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G-702 Application and Certificate for Payment.
- 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. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- F. 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.
- G. Revise schedule to list approved Change Orders, with each Application For Payment.

2.03 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. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. 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.

2.04 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 15 days.
- D. 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.
- E. Substantiation of Costs: Provide full information required for evaluation.
 - 1. 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.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. 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 Price.
- H. 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.
- I. Promptly enter changes in Project Record Documents.

2.05 APPLICATION FOR FINAL PAYMENT

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2100 ALLOWANCES

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Cash 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 CASH ALLOWANCES

- A. Costs Included in Cash Allowances: Cost of product to Contractor or subcontractor, less applicable trade discounts.
- B. Costs Not Included in Cash Allowances: Product delivery to site and handling at the site, including unloading, uncrating, and storage; protection of products from elements and from damage; product mark-up; cost of installation materials; and labor for installation and finishing. All the aforementioned costs shall be included in the base bid for the project, unless noted otherwise in the Allowances Schedule below..
- C. Architect Responsibilities:
 - 1. Consult with Contractor for consideration and selection of products, suppliers , and installers.
 - 2. Select products in consultation with Owner and transmit decision to Contractor.
 - 3. Prepare Change Order.
- D. Contractor Responsibilities:
 - 1. Assist Architect in selection of products, suppliers , and installers.
 - 2. Obtain proposals from suppliers and installers and offer recommendations.
 - 3. On notification of which products have been selected, execute purchase agreement with designated supplier and installer.
 - 4. Arrange for and process shop drawings, product data, and samples. Arrange for delivery.
 - 5. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- E. Differences in costs will be adjusted by Change Order.

1.04 ALLOWANCES SCHEDULE

- A. Section 04 2000 – Unit Masonry: Include the stipulated quantity of 50 square feet of additional brick replacement in addition to what is shown on the drawings. Refer to Section 01 2200 – Unit Prices for schedule.
- B. Section 04 2000 – Unit Masonry: Include the stipulated quantity of 150 linear feet of additional repointing at existing masonry brick veneer and precast concrete in addition to what is shown on the drawings. Refer to Section 01 2200 – Unit Prices for schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 2200
UNIT PRICES**

PART 1 GENERAL V.22

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. Take all measurements and compute quantities. Measurements and quantities will be verified by Architect.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement Devices:
 - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
 - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
 - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- E. Measurement by Weight: Concrete reinforcing steel, rolled or formed steel or other metal shapes will be measured by handbook weights. Welded assemblies will be measured by handbook or scale weight.
- F. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- G. Measurement by Area: Measured by square dimension using mean length and width or radius.
- H. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- I. Stipulated Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.
- J. Perform surveys required to determine quantities, including control surveys to establish measurement reference lines. Notify Architect prior to starting work.
- K. Contractor's Engineer Responsibilities: Sign surveyor's field notes or keep duplicate field notes, calculate and certify quantities for payment purposes.

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.
7. Products placed and concealed prior to assessment of quantity or volume.

1.06 SCHEDULE OF UNIT PRICES

- A. Section 04 2000 – Unit Masonry: Price cost per square foot to remove and replace existing masonry brick veneer. Refer to Section 01 2100 – Allowances for schedule.
- B. Section 04 2000 – Unit Masonry: Price cost per linear feet of repointing at existing masonry brick veneer and precast concrete. Refer to Section 01 2100 – Allowances for schedule.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 2500 SUBSTITUTION PROCEDURES

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Procedural requirements for proposed substitutions.

1.02 RELATED REQUIREMENTS

- A. Section 00 6325 - Substitution Request Form: Required form for substitution requests made after award of contract (During construction).
- B. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.03 DEFINITIONS

- A. General Clarification: Where a definite material is specified it is not the intent to discriminate against any equal product from another manufacturer. It is the intent to set a definite standard. Open competition is expected, but in all cases, complete data must be submitted for comparison and test when requested by Architect. No substitution shall be made unless authorized in writing by the Architect. If the Contractor proposes to substitute an equal product, he shall make this fact known, in writing, to the Architect as soon as possible after the award of the contract.
- B. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.
 - 1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.
 - a. Unavailability.
 - b. Regulatory changes.
 - 2. Substitutions for Convenience: Proposed due to possibility of offering substantial advantage to the Project.
 - a. Substitution requests offering advantages solely to the Contractor will not be considered.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system including aesthetics of physical properties such as available colors, patterns and textures.
 - 2. Agrees to provide the same warranty for the substitution as for the specified product.
 - 3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.
 - 4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
 - 5. Waives claims for additional costs or time extension that may subsequently become apparent.
 - 6. Agrees to reimburse Owner and Architect for review or redesign services associated with re-approval by authorities.
- B. A Substitution Request for specified installer constitutes a representation that the submitter:
 - 1. Has acted in good faith to obtain services of specified installer, but was unable to come to commercial, or other terms.

- C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
 - 1. Note explicitly any non-compliant characteristics.
- D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
 - 1. Forms included in the Project Manual are adequate for this purpose, and must be used.
- E. Limit each request to a single proposed substitution item.
 - 1. Submit an electronic document, combining the request form with supporting data into single document.

3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT

- A. Instructions to Bidders specifies time restrictions for submitting requests for substitutions during the bidding period, and the documents required.
- B. Submittal Form (before award of contract):
 - 1. Submit substitution requests by completing the form in Section 006325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
 - 2. Lighting Fixture Substitution- Lighting Fixtures not specifically listed in the Lighting Fixture Schedule by manufacturer indicated as approved to bid must be submitted 7 days prior to bid. Provide cut sheets labeled with the mark shown in the Lighting Fixture Schedule on E0.02. Provide lighting level calculations for review. Typical lighting levels for classrooms are acceptable. Architect will review for conformance with the Design Intent. Engineer will review for conformance with technical requirements.
 - 3. Plumbing Fixture Substitution- Plumbing Fixtures not specifically listed in the Plumbing Fixture Schedule by manufacturers indicated as approved to bid must be submitted 7 days prior to bid. Provide cut sheets labeled with the mark shown in the Plumbing Fixture Schedule.
 - 4. Mechanical Equipment Substitution- Mechanical Equipment not specifically listed in the Mechanical Equipment Schedules and specifically noted in the drawings by manufacturers indicated as approved to bid must be submitted 7 days prior to bid. Provide cut sheets labeled with the mark shown in the Mechanical Equipment Schedules. Architect will review for conformance with the Design Intent. Engineer will review for conformance with technical requirements.

3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

- A. Submittal Form (after award of contract):
 - 1. Submit substitution requests by completing the form in Section 00 6325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Architect will consider requests for substitutions only within 30 days after date of Agreement.
- C.
- D. Substitutions will not be considered under one or more of the following circumstances:
 - 1. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval.
 - 2. Without a separate written request.
 - 3. When acceptance will require revisions to Contract Documents.

3.04 RESOLUTION

- A. Architect may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.
- B. Architect will notify Contractor in writing of decision to accept or reject request.
 - 1. Architect's decision following review of proposed substitution will be noted on the submitted form.

3.05 ACCEPTANCE

- A. Accepted substitutions change the work of the Project. They will be recorded into submittal and any required changes to the Construction Documents will be incorporated into the work by issuance of Change Order, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.06 CLOSEOUT ACTIVITIES

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for closeout submittals.
- B. Include completed Substitution Request Forms as part of the Project record. Include both approved and rejected Requests.

END OF SECTION

**SECTION 01 3000
ADMINISTRATIVE REQUIREMENTS**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Electronic document submittals.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Change Order requirements.
- G. Contractor Liability requirements.
- H. Coordination drawings.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Submittal procedures.

1.02 RELATED REQUIREMENTS

- A. Document 00 7200 - General Conditions: Dates for applications for payment.
- B. Document 00 7300 - Supplementary Conditions: Duties of the Construction Manager.
- C. Section 01 3216 - Construction Progress Schedule: Form, content, and administration of schedules.
- D. Section 01 7000 - Execution and Closeout Requirements: Additional coordination requirements.
- E. Section 01 7800 - Closeout Submittals: Project record documents.

1.03 PROJECT COORDINATION

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 ELECTRONIC DOCUMENT SUBMITTALS

- A. Any documents transmitted for purposes of administration of the contract will be in electronic (PDF) format and transmitted via an Internet-based e-mail service.
 - 1. In addition to submittals for review, information, and closeout, this procedure will apply to requests for information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, proposal requests, change orders), applications for payment, field reports and meeting minutes, and any other document the Contractor or Architect wish to make part of the project electronic record.
 - 2. Contractor and Architect will use conventional e-mail for this service, subject to the limitations of the service provider (file size).
 - 3. It is the Contractor's responsibility to submit documents in PDF format via file attachment to e-mail directed to WER Architects. Addressee will be determined at the pre-construction conference. Documents shall be reviewed and stamped by the contractor prior to submission. PDF documents without contractors stamp, signature and/or initials, & date will not be reviewed. Each scan or PDF copy, especially large format documents or drawings, shall be individually stamped, if transmitted as individual files. Assembled documents in a single file need only be stamped once.
 - 4. Subcontractors, suppliers, and Architect's consultants are required to use the e-mail transmission of review documents, and provide copies directed to the Architect and Contractor.
 - 5. Users of the electronic document submission process shall provide an email address and Internet access. PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, www.adobe.com, or Bluebeam PDF Revu, www.bluebeam.com), is encouraged, unless scan to PDF file capability is provided by the document generator / provider.
 - 6. Paper documents & transmittals of electronic submissions will not be reviewed; emailed PDF documents without transmittal letters / forms from the contractor will not be reviewed.
 - 7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to physical samples or color selection charts.
- B. Cost: The cost of the electronic document submittal(s) is to be paid by Contractor; include the cost of the submittals in the contract sum.
- C. Project Closeout: Architect will determine which project electronic document files shall be archived for the Owner. The contractor shall provide these documents electronically and physical components as part of the close out document submission.

3.02 PRECONSTRUCTION MEETING

- A. Architect will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Distribution of Contract Documents.
 - 2. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 3. Designation of personnel representing the parties to Contract, the Owner and <1|A/E|>.
 - 4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 5. Scheduling.

- D. Record minutes and distribute copies within two days after meeting to participants, with electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SITE MOBILIZATION MEETING

- A. Architect will schedule a meeting at the Project site prior to Contractor occupancy.
- B. Attendance Required:
 - 1. Contractor.
 - 2. Owner.
 - 3. Architect.
 - 4. Contractor's Superintendent.
 - 5. Major Subcontractors.
- C. Agenda:
 - 1. Use of premises by Owner and Contractor.
 - 2. Owner's requirements .
 - 3. Construction facilities and controls provided by Owner.
 - 4. Temporary utilities provided by Owner.
 - 5. Security and housekeeping procedures.
 - 6. Schedules.
 - 7. Application for payment procedures.
 - 8. Procedures for testing.
 - 9. Procedures for maintaining record documents.
 - 10. Requirements for start-up of equipment.
 - 11. Inspection and acceptance of equipment put into service during construction period.
- D. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Architect, as appropriate to agenda topics for each meeting.
- 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 electronic copies to Architect, Owner, participants, and those affected by decisions made.

3.05 CONSTRUCTION PROGRESS SCHEDULE - SEE SECTION 01 3216

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of Work, with a general outline for remainder of Work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.

- C. 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.
- D. Within 10 days after joint review, submit complete schedule.
- E. Submit updated schedule with each Application for Payment.

3.06 COORDINATION DRAWINGS

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

3.07 DIGITAL DOCUMENT FILES AND RELEASES

- A. BIM Models: Projects are created by Architect using Building Information Modelling software and not all projects will have these files available for Contractor's use. Contact Architect for specific availability and cost.
- B. AutoCAD files: Do not exist for architectural plans. Architect has capability to generate AutoCAD files that resemble the sheets as seen in the Construction Documents as well as generate entire floor plans of the building. This service can be provided at a cost to the Contractor per sheet/floor plan desired. See end of section for Digital Release form.
- C. Portable Digital Format (PDF): PDF of issued drawings can be provided to Contractor at no cost. Contact Architect for availability.
- D. Other documents: Contractor will have to directly contact consultants for trade specific files, such as AutoCAD files for topographical layout, etc.

3.08 REQUESTS FOR CHANGE ORDERS

- A. In order to facilitate checking of quotations for extras or credits, all proposals, except for those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in manner prescribed above. Where major cost items are subcontracts, they shall be itemized also.

3.09 CONTRACTOR LIABILITY REQUIREMENTS

- A. The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect Engineer and the Architect Engineer's consultants as additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations. The Architect / Engineer, Engineer, and their respective Consultants are responsible for their own Professional Liability coverage.

3.10 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.
 - 5. Delegated Design Deferred submittals.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only 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.

3.11 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. No action will be taken.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- B. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. 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. Documents for Information: Submit one electronic copy.
- C. Documents for Project Closeout: Make electronic reproductions of submittal files originally reviewed. Include electronic files of any submittals for information. All hard copies of Operational Manuals included with products and equipment should be collected and retained for close out documentation.
- D. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates required for jobsite use & verification.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated. Digital documentation of approved samples will be provided.

3.14 SUBMITTAL PROCEDURES

- A. Transmit each submittal with approved form and Contractors transmittal form. Transmittal shall be numbered sequentially and revised submittals should include original number and a sequential alphabetic suffix. Transmittal shall include list of each specification section or sections that are included in the submittal contents. Send transmitted submittal as one complete PDF; multiple files will not be reviewed and will need to be reassembled by Contractor.
- B. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number.
- C. 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.
- D. Deliver physical submittals to Architect at business address. In some instances, larger physical samples can be coordinated to be delivered to the construction site, typically for use in a mock-up.
- E. Schedule submittals to expedite the Project, and coordinate submission of related items. Transmit higher priority submittals first and provide date for anticipated return of submittal.

- F. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor. When large quantities of submittals are transmitted in a short time frame, review time may take longer. Mark high priority submittals on transmittal to notify / assist in an expedited review.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work. Any proposed change or deviation from Contract Document plans or specifications must be clearly noted and easily identifiable on the submittal. Any change must be identified and specifically requesting approval of proposed deviation by Architect or Engineer of Record. Failure to follow this requirement results in submitted deviation bearing the complete responsibility of the contractor.
- H. Provide space for Contractor and Architect review stamps. Submittals must be reviewed and stamped by Contractor, unstamped submittals will not be reviewed and will be returned.
- I. Submittals to be as complete, comprehensive and accurate as possible. Include all components requested to be reviewed in Submittal section 1.03 of the specifications. Do not split up a single specification section into multiple submittals (ie product data, samples, shop drawings, etc.). Avoid grouping unrelated specifications sections together in a submittal.
- J. Each submittal will only be reviewed two times; once for original review and then a second time for a potential revised submittal. Any further additional reviews must include General Contractor's explanation for their inability to conform with requirements. Additional reviews beyond aforementioned may have costs associated to complete additional reviews.
- K. When revised for resubmission, identify all changes made since previous submission. Cite all changes and revised details / notes. Address all comments and/or questions posed in previous submission; lack of addressing all previous review comments are grounds for rejection of submittal. Include previous reviewed submittal pages after the last page of the new submittal information.
- L. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- M. Submittals not requested will not be recognized or processed.

3.15 AUTOCAD RELEASE FORM

- A. At your request, Witsell Evans Rasco, P.A. (WER) will provide electronic files for your convenience and use in the preparation of a bid or shop drawings related to Project: _____ subject to the following terms and conditions.
- B. WER's electronic files are compatible with AutoCad as a dwg. file. WER makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
- C. Data contained on these electronic files is part of WER's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience in the preparation of bids or shop drawings for the referenced project. Any other use or reuse by you or by others, will be at your sole risk and without liability or legal exposure to WER. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against WER, its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.
- D. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless WER from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
- E. **These electronic files are not contract documents.** Differences may exist between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. WER makes no presentation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed contract documents prepared by WER and electronic files, the signed contract documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the contract documents, including and without limitations, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.
- F. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, WER reserves the right to remove all indications of its ownership and/or involvement from each electronic display.
- G. WER will furnish you electronic files at a cost of **\$150.00** per building floor or sheet, for the following:
1. _____
2. _____
3. _____
- A service fee of \$ (_____) shall be remitted to WER prior to delivery of the electronic files.
- H. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by WER and WER makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall WER be liable for any loss of profit or any consequential damages.

SIGNED: _____

WITSELL EVANS, RASCO PA **CONTRACTOR NAME / TITLE**

DATE: _____ **ADDRESS / PHONE** _____

NUMBER

END OF SECTION

**SECTION 01 5000
TEMPORARY FACILITIES AND CONTROLS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

1.02 TEMPORARY UTILITIES

- A. Owner will provide the following:
 - 1. Electrical power , consisting of connection to existing facilities.
 - 2. Water supply, consisting of connection to existing facilities.
- B. Provide and pay for all lighting, heating and cooling, and ventilation required for construction purposes.
- C. Existing facilities may not be used.
- D. Use trigger-operated nozzles for water hoses, to avoid waste of water.

1.03 TELECOMMUNICATIONS SERVICES

- A. Provide, maintain, and pay for telecommunications services to field office at time of project mobilization.
- B. Provide telephone, cellular phone, and high-speed internet connection to jobsite.
- C. Provide on jobsite capacity of viewing and printing out physical copies of electronic versions of construction documents, submittals, RFIs, ASI, etc.

1.04 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.05 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.06 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.
- B. Used material may be used for construction fence. Provide duplicate keys of any gate lock to Owner. Contractor to be responsible for maintenance of fence for duration of project.

1.07 SECURITY

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

1.08 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.09 WASTE REMOVAL

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

1.10 PROJECT IDENTIFICATION

- A. Provide project identification sign of design and construction as detailed by Architect.
- B. Erect on site at location established by Architect.
- C. Project Identification Signs:
 - 1. One painted sign, 64 square feet area, bottom 3 feet above ground.
 - 2. Content:
 - a. Project title, logo and name of Owner as indicated on Contract Documents.
 - b. Names and titles of authorities.
 - c. Names and titles of Architect/Engineer.
 - d. Name of Prime Contractor.
 - 3. Graphic Design, Colors, Style of Lettering: Designated by Architect/Engineer.
- D. Sign Materials:
 - 1. Structure and Framing: New wood, structurally adequate.
 - 2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4-inch thick, standard large sizes to minimize joints.
 - 3. Paint and Primers: Exterior quality, two coats; sign background of color as selected.
 - 4. Lettering: Exterior quality paint, contrasting colors as selected.
- E. Installation:
 - 1. Install project identification signs within 15 days after date fixed by Notice to Proceed.
 - 2. Erect at location directed by the Architect.
 - 3. Erect supports and framing on secure foundation, rigidly braced and framed to resist wind loadings.
 - 4. Install signs surface plumb and level, with butt joints. Anchor securely.
 - 5. Paint exposed surfaces of signs, supports, and framing.
- F. Maintenance: Maintain signs and supports clean, repair deterioration and damage.
- G. Removal: Remove signs, framing, supports, and foundations at completion of Project and restore the area.
- H. No other signs are allowed without Owner permission except those required by law.

1.11 FIELD OFFICES

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table.
- B. Provide space for Project meetings, with table and chairs to accommodate 6 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

**SECTION 01 6000
PRODUCT REQUIREMENTS**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

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

1.03 SUBMITTALS

- A. Proposed Products List: Submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
 - 1. Submit within 15 days after date of Agreement.
 - 2. For products specified only by reference standards, list applicable reference standards.
- B. Product Data Submittals: Submit manufacturer's standard published data. Mark each copy to identify applicable products, models, options, warranties and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- C. 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.
- D. Sample Submittals: Illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
 - 1. For selection from standard finishes, submit samples of the full range of the manufacturer's standard colors, textures, and patterns.

PART 2 PRODUCTS

2.01 EXISTING PRODUCTS

- A. Do not use materials and equipment removed from existing premises unless specifically required or permitted by Contract Documents.
- B. Existing materials and equipment indicated to be removed, but not to be re-used, relocated, reinstalled, delivered to the Owner, or otherwise indicated as to remain the property of the Owner, become the property of the Contractor; remove from site.
- C. Reused Products: Reused products include materials and equipment previously used in this or other construction, salvaged and refurbished as specified.

2.02 NEW PRODUCTS

- A. Provide new products unless specifically required or permitted by Contract Documents.
- B. Use of products having any of the following characteristics is not permitted:
 - 1. Made of wood from newly cut old growth timber.
- 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.
 - 3. Are extracted, harvested, and/or manufactured closer to the location of the project.

4. Have longer documented life span under normal use.
5. Result in less construction waste. See Section 01 7419
6. Are made of recycled materials.
7. Are Cradle-to-Cradle Certified.
8. Have a published GreenScreen Chemical Hazard Analysis.

D. Provide interchangeable components of the same manufacture for components being replaced.

2.03 PRODUCT OPTIONS

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

2.04 MAINTENANCE MATERIALS

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

2.05 WARRANTY

- A. For all products, where no specific extended warranty period has been identified, provide no less than manufacturer's standard warranty for product line for quality grade specified.

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. Provide off-site storage and protection when site does not permit on-site storage or protection.
- G. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight and ultraviolet light, dirt, dust, and other contaminants.
- H. Comply with manufacturer's warranty conditions, if any.
- I. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- J. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- K. Prevent contact with material that may cause corrosion, discoloration, or staining.
- L. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- M. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

END OF SECTION

SECTION 01 7000
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, and selective demolition.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.

1.02 REFERENCE STANDARDS

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

1.03 SUBMITTALS

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

1.04 QUALIFICATIONS

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

1.05 PROJECT CONDITIONS

- A. Use of explosives is not permitted.
- B. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.06 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 PREINSTALLATION MEETINGS

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.
- C. Notify Architect four days in advance of meeting date.
- D. Prepare agenda and preside at meeting:
 - 1. Review conditions of examination, preparation and installation procedures.

2. Review coordination with related work.
- E. Record minutes and distribute copies within two days after meeting to participants, with two copies to Architect, Owner, participants, and those affected by decisions made.

3.04 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 2. Grid or axis for structures.
 3. Building foundation, column locations, and ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.05 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.

3.06 ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 1. Verify that construction and utility arrangements are as indicated.
 2. Report discrepancies to Architect before disturbing existing installation.
 3. Beginning of alterations work constitutes acceptance of existing conditions.
- B. Remove existing work as indicated and as required to accomplish new work.
 1. Remove items indicated on drawings.
 2. Relocate items indicated on drawings.
 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove, relocate, and extend existing systems to accommodate new construction.

1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components; if necessary, modify installation to allow access or provide access panel.
 2. Where existing systems or equipment are not active and Contract Documents require reactivation, put back into operational condition; repair supply, distribution, and equipment as required.
 3. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - a. Disable existing systems only to make switchovers and connections; minimize duration of outages.
 - b. Provide temporary connections as required to maintain existing systems in service.
 4. Verify that abandoned services serve only abandoned facilities.
 5. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification; patch holes left by removal using materials specified for new construction.
- D. Protect existing work to remain.
1. Prevent movement of structure; provide shoring and bracing if necessary.
 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 3. Repair adjacent construction and finishes damaged during removal work.
- E. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- F. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- G. Refinish existing surfaces as indicated:
1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
 2. If mechanical or electrical work is exposed accidentally during the work, re-cover and refinish to match.
- H. Clean existing systems and equipment.
- I. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- J. Do not begin new construction in alterations areas before demolition is complete.
- K. Comply with all other applicable requirements of this section.

3.07 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
 1. Complete the work.
 2. Fit products together to integrate with other work.
 3. Provide openings for penetration of mechanical, electrical, and other services.
 4. Match work that has been cut to adjacent work.
 5. Repair areas adjacent to cuts to required condition.
 6. Repair new work damaged by subsequent work.
 7. Remove samples of installed work for testing when requested.
 8. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to

original condition.

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

3.08 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.

3.09 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.

3.10 ADJUSTING

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

3.11 FINAL CLEANING

- A. Use cleaning materials that are nonhazardous.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

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

3.12 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. When each item is completed, have each item initialled by Project Superintendent and dated when completed. Include in project closeout documentation.

END OF SECTION

**SECTION 01 7800
CLOSEOUT SUBMITTALS**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Project Completion Documents.
- B. Project Record Documents.
- C. Operation and Maintenance Manuals.
- D. Warranties and bonds.

1.02 SUBMITTALS

- A. Close Out Document Manuals: All information to be scanned to digital format and submitted to Architect. Retain all hard copies for one complete set for the Owner. Submit complete sets of the following:
 - 1. Project Completion Documents:
 - 2. Project Record Documents:
 - 3. Operation and Maintenance Manuals:
- B. Final Application for Payment: Submit fully executed

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PROJECT COMPLETION DOCUMENTS

- A. Project Directory: Include list of all Contractors, Owner, Architects, Engineers, Subcontractor and prime material suppliers. List to include trade involved, primary contact name, phone number, mailing address and email address.
- B. Waiver of Liens: Provide for all trades and prime material suppliers.
- C. Warranties: Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment. Warranty begins on the date of acceptance
 - 1. Submit for contractors installation warranty, manufacturer's warranties and warranties for equipment or component parts of equipment.
 - 2. Warranties begin on the Date of Substantial Completion, unless delayed or specifically excluded.
 - 3. For items of Work for which acceptance is delayed beyond the Date of Substantial Completion, the listing date of acceptance is the beginning of the warranty period.
 - 4. Verify that documents are in proper form, contain full information, and are notarized.
 - 5. Include originals of each in operation and maintenance manuals, indexed separately on Table of Contents.
- D. Certificate of Substantial Completion: Provide fully executed form with punch list attached.
- E. Contractor's Punch List: Provide completed list of items requiring completion or correction. Include any attachments for revisions provided by Architect and/or Engineer. Punch list should be noted that all items were corrected and completed with trade responsible identified.
- F. Certificate of Occupancy: Provide form as issued for authority having jurisdiction.
- G. Consent of Surety: Provide fully executed surety letter when project has associated bonds provided by contractor.

3.02 PROJECT RECORD DOCUMENTS

- A. Record Drawings : Legibly mark construction drawings with each item to record actual construction including the following:
 - 1. Measured depths of foundations in relation to finish first floor datum.

2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on original Contract drawings.
 6. Changes made by Addenda and Change Orders.
 7. Record information concurrent with construction progress.
- B. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda, Change Orders and other modifications.
- C. Addenda: Insure all addenda items have been included and posted to record documents.
- D. Change Orders: Include all executed Change Orders, Allowance purchases and other modifications to the contract.
- E. Submittals, Shop Drawings, Product Data and Samples:
1. Shop Drawings: Include records of manufacturer's instruction for assembly, installation and adjusting.
 2. Product Data: Include list of all products and model number provided.
 3. Samples: Include material samples of all selected interior finishes. Samples to include label indicating manufacturer, product model number, color, finish and other identifying elements. Full color photographs are acceptable for larger samples.
- F. Test Reports and Special Inspections:
- G. Maintain on site a complete set of record documents; record actual revisions to the Work:
- H. Ensure entries are complete and accurate, enabling future reference by Owner.
- I. Store record documents separate from documents used for construction.
- J. Record information concurrent with construction progress.

3.03 OPERATION AND MAINTENANCE MANUAL GENERAL

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

3.04 OPERATION AND MAINTENANCE DATA FOR MATERIALS AND FINISHES

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

3.05 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS

- A. Provide schedule of all equipment that require instruction on operation and/or continual maintenance. Coordinate instruction for all equipment with Owner and/or Owner's Representative and record name and contact information of all in attendance. Video recording of instructions provided is recommended.
- B. 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.
- C. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- D. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- E. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- F. 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.
- G. Provide servicing and lubrication schedule, and list of lubricants required.
- H. Include manufacturer's printed operation and maintenance instructions.
- I. Include sequence of operation by controls manufacturer.
- J. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- K. Additional Requirements: As specified in individual product specification sections.

3.06 CLOSE OUT DOCUMENT MANUALS

- A. Provide all Close Out information in digital format, saved in PDF files, and neatly organized for ease of navigation. Arrange by Specification Sections as Table of Contents. Architect can provide file format for use as needed.
- B. Where paper documents are provided by manufacturers, scan into records and combine and include into Hard Copy Close Out Documents.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch 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. 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.
- F. Text: Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- H. Arrange content by systems under specification section numbers and sequence of Table of Contents of this Project Manual.

- I. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three parts as follows:
 - 1. Operating instructions.
 - 2. Maintenance instructions for equipment and systems.
 - 3. Maintenance instructions for special finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 4. Air and water balance reports.
 - 5. Certificates.
 - 6. Photocopies of warranties and bonds.
- J. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.
- K. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect , Consultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- L. Arrange digital PDF copies of documents in similar fashion using file folders. Name file type with simple explanation of contents using shortest file names type possible. Provide digital files on flash USB drives.
- M. Provide owner training videos saved electronically and transmitted in USB drives. Provide sign-in sheets for all attendees for Owner Training sessions and include in closeouts.

END OF SECTION

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**SECTION 02 7320
SELECTIVE DEMOLITION**

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary" for use of premises and Owner-occupancy requirements.
 - 2. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 3. Division 1 Section "Cutting and Patching" for cutting and patching procedures.

1.03 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
 - 5. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI A10.6 and NFPA 241.
- C. Predemolition Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to selective demolition including, but not limited to, the following:
 - 1. Inspect and discuss condition of construction to be selectively demolished.
 - 2. Review structural load limitations of existing structure.
 - 3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.06 PROJECT CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
 1. Comply with requirements specified in Division 1 Section "Summary."
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify the Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: None Known.
- E. Storage or sale of removed items or materials on-site is not permitted.
- F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 1. Maintain fire-protection facilities in service during selective demolition operations.

1.07 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to the Architect.
- E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
 1. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
- B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 1. Building manager will arrange to shut off indicated services/systems when requested by Contractor.
 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of

- building.
3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.
 4. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

3.03 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 3. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 1 Section "Temporary Facilities and Controls."

3.04 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 1. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 2. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 3. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.06 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

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**SECTION 03 3000
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes, for the following:
 - 1. Slabs-on-grade.

1.03 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: fly ash and other pozzolans; subject to compliance with requirements.

1.04 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments. Two weeks prior to placement of concrete, submit concrete mix designs proposed by the concrete supplier, for class of concrete, including recent test results per ACI 318 substantiating the quality of concrete produced by each mix.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- E. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Architect and Engineer.

1.05 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer, manufacturer and testing agency.
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Fiber reinforcement.
 - 6. Waterstops.
 - 7. Curing compounds.
 - 8. Bonding agents.
 - 9. Adhesives.
 - 10. Vapor retarders.
 - 11. Semirigid joint filler.
 - 12. Joint-filler strips.
 - 13. Repair materials.

- D. Material Test Reports: For the following, from a qualified testing agency, indicating compliance with requirements:
 - 1. Aggregates. Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- E. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- F. Field quality-control reports.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- C. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 - 1. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 - 2. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
- D. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- E. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- F. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete."
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
 - 3. ACI 318, "Building Code Requirements for Reinforced Concrete."
 - 4. CRSI, "Manual of Standard Practice."
- G. Concrete Testing Service: Owner to engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.
- B. Waterstops: Store waterstops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

PART 2 - PRODUCTS

2.01 ENVIRONMENTAL CONSIDERATIONS

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of pre-consumer recycled content not less than 60 percent.
- B. Provide products which are extracted, harvested or recovered, and manufactured within 500 miles of project site.

2.02 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.
- E. Form-Release Agent: Commercially formulated form-release agent that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- F. Form Ties: Factory-fabricated, removable or snap-off metal or glass-fiber-reinforced plastic form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish units that will leave no corrodible metal closer than 1 inch to the plane of exposed concrete surface.
 - 2. Furnish ties that, when removed, will leave holes no larger than 1 inch in diameter in concrete surface.
 - 3. Furnish ties with integral water-barrier plates to walls indicated to receive dampproofing or waterproofing.
- G. Form Materials: Contractor shall provide form materials with sufficient strength to withstand hydrostatic head without distortion in excess of permitted tolerances.
- H. Earth Cuts: Do not use earth cuts as forms for vertical surfaces. Natural rock formations that maintain a stable vertical edge may be used as side form.

2.03 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 60 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.

2.04 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.

- B. Bar Supports: Bolsters, chairs, spacers, and other devices (not bricks or stones) for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire and plastic as follows:
1. For concrete surfaces exposed to view where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.
 4. For slabs-on-grade, use supports with sand plates or horizontal runners when base material will not support chair legs.

2.05 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
1. Portland Cement: ASTM C 150, Type I/II.
 - a. Fly Ash: ASTM C 618, Class F or C. Slag is not acceptable.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate or better, graded. Provide aggregates from a single source.
1. Maximum Coarse-Aggregate Size: 1-1/2 inches at foundations and 3/4 inch at slabs and walls nominal.
 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
 3. Polished Concrete Special Seeding aggregate: Red Glass, size to be 3/8 inch minimum to 1/2 -inch maximum at a quantity of 1-lb of glass square foot.
- C. Lightweight Aggregate: ASTM C 330, 1-inch nominal maximum aggregate size.
- D. Water: ASTM C 94/C 94M and potable.

2.06 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.07 WATERSTOPS

- A. Flexible PVC Waterstops: CE CRD-C 572, with factory-installed metal eyelets, for embedding in concrete to prevent passage of fluids through joints. Factory-fabricate corners, intersections, and directional changes.
1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a. Greenstreak.
 - b. Williams Products, Inc.
 - c. BoMetals, Inc.
 - d. Paul Murphy Plastics Company.
 - e. Vinylex Corp.
 2. Profile: Ribbed with center bulb.
 3. Dimensions: 9 inches by 3/8 inch thick; nontapered.
- B. Waterstops: Cetco Volclay RX and Hydrotite as shown on drawings.

2.08 VAPOR BARRIER

- A. Sheet Vapor Barrier: Polyethylene sheet, ASTM D 4397, not less than 15 mils thick as manufactured by Stego Industries LLC or approved equal.
- B. Granular Fill: Clean mixture of crushed stone or crushed or uncrushed gravel; ASTM D 448, Size 57, with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- C. Fine-Graded Granular Material: Clean mixture of crushed stone, crushed gravel, and manufactured or natural sand; ASTM D 448, Size 10, with 100 percent passing a 3/8-inch sieve, 10 to 30 percent passing a No. 100 sieve, and at least 5 percent passing No. 200 sieve; complying with deleterious substance limits of ASTM C 33 for fine aggregates.

2.09 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Construction Chemicals - Building Systems; Confilm.
 - b. ChemMasters; SprayFilm.
 - c. Conspec by Dayton Superior; Aquafilm.
 - d. Dayton Superior Corporation; Sure Film (J-74).
 - e. Edoco by Dayton Superior; BurkeFilm.
 - f. Euclid Chemical Company (The), an RPM company; Eucobar.
 - g. L&M Construction Chemicals, Inc.; E-CON.
 - h. Meadows, W. R., Inc.; EVAPRE.
 - i. Sika Corporation; SikaFilm.
 - j. SpecChem, LLC; Spec Film.
 - k. Symons by Dayton Superior; Finishing Aid.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating, clear or translucent.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Construction Chemicals - Building Systems; Kure 200.
 - b. ChemMasters; Safe-Cure Clear.
 - c. Conspec by Dayton Superior; W.B. Resin Cure.
 - d. Dayton Superior Corporation; Day-Chem Rez Cure (J-11-W).
 - e. Edoco by Dayton Superior; Res X Cure WB.
 - f. Euclid Chemical Company (The), an RPM company; Kurez W VOX; TAMMSCURE WB 30C.
 - g. L&M Construction Chemicals, Inc.; L&M Cure R.
 - h. Meadows, W. R., Inc.; 1100-CLEAR.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Construction Chemicals - Building Systems; Kure-N-Seal WB.
 - b. ChemMasters; Safe-Cure & Seal 20.
 - c. Conspec by Dayton Superior; Cure and Seal WB.
 - d. Cresset Chemical Company; Crete-Trete 309-VOC Cure & Seal.
 - e. Dayton Superior Corporation; Safe Cure and Seal (J-18).
 - f. Edoco by Dayton Superior; Spartan Cote WB II.

- g. Euclid Chemical Company (The), an RPM company; Aqua Cure VOX; Clearseal WB 150.
 - h. L&M Construction Chemicals, Inc.; Dress & Seal WB.
 - i. Symons by Dayton Superior; Cure & Seal 18 Percent E.
- G. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF Construction Chemicals - Building Systems; Kure 1315.
 - b. ChemMasters; Polyseal WB.
 - c. Conspec by Dayton Superior; Sealcure 1315 WB.
 - d. Edoco by Dayton Superior; Cureseal 1315 WB.
 - e. Euclid Chemical Company (The), an RPM company; Super Diamond Clear VOX; LusterSeal WB 300.
 - f. L&M Construction Chemicals, Inc.; Lumiseal WB Plus.
 - g. Meadows, W. R., Inc.; Vocomp-30.
 - h. Symons by Dayton Superior; Cure & Seal 31 Percent E.
 - 2. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.10 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, non-extruding premolded materials.
- B. Semirigid Joint Filler: Two-component, semirigid, 100 percent solids, epoxy resin with a Type A shore durometer hardness of 80 per ASTM D 2240.
- C. Bonding Agent: ASTM C 1059/C 1059M, Type II, non-redispersible, acrylic emulsion or styrene butadiene.
- D. Epoxy Bonding Adhesive: ASTM C 881, two-component epoxy resin, capable of humid curing and bonding to damp surfaces, of class suitable for application temperature and of grade to suit requirements, and as follows:
 - 1. Types I and II, non-load bearing or Types IV and V, load bearing, for bonding hardened or freshly mixed concrete to hardened concrete.
- E. Reglets: Fabricate reglets of not less than 0.022-inch- thick, galvanized-steel sheet. Temporarily fill or cover face opening of reglet to prevent intrusion of concrete or debris.
- F. Dovetail Anchor Slots: Hot-dip galvanized-steel sheet, not less than 0.034-inch-thick, with bent tab anchors. Temporarily fill or cover face opening of slots to prevent intrusion of concrete or debris.
- G. Non-Shrink, Non-Metallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. BASF (Master Builders), Masterflow 713 Plus.
 - b. Euclid, Euco NS Grout.
 - c. W.R. Meadows, Sealtight 588 Grout.
- H. Saw Cut Control Joint Filler: Elastomeric sealant.

2.11 REPAIR MATERIALS

- A. Repair Underlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/8 inch and that can be feathered at edges to match adjacent floor elevations.
 - 1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 - 2. Primer: Product of underlayment manufacturer recommended for substrate, conditions, and application.

3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by underlayment manufacturer.
 4. Compressive Strength: Not less than 4000 psi at 28 days when tested according to ASTM C 109/C 109M.
- B. Repair Overlayment: Cement-based, polymer-modified, self-leveling product that can be applied in thicknesses from 1/4 inch and that can be filled in over a scarified surface to match adjacent floor elevations.
1. Cement Binder: ASTM C 150, Portland cement or hydraulic or blended hydraulic cement as defined in ASTM C 219.
 2. Primer: Product of topping manufacturer recommended for substrate, conditions, and application.
 3. Aggregate: Well-graded, washed gravel, 1/8 to 1/4 inch or coarse sand as recommended by topping manufacturer.
 4. Compressive Strength: Not less than 5000 psi at 28 days when tested according to ASTM C 109/C 109M.

2.12 CONCRETE MIXTURES, GENERAL

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.
- B. Cementitious Materials: Use fly ash as needed to reduce the total amount of Portland cement, which would otherwise be used, by not more than 20 percent.
- C. Limit water-soluble, chloride-ion content in hardened concrete to 0.06 percent by weight of cement.
- D. Admixtures: Use admixtures according to manufacturer's written instructions.
1. Use water-reducing, high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability.
 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
 4. Use corrosion-inhibiting admixture in concrete mixtures where indicated.
- E. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions and to result in hardened concrete color consistent with approved mockup.

2.13 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Slabs-on-Grade/Topping Slab: Proportion normal-weight concrete mixture as follows:
1. Minimum Compressive Strength: as shown on the Design Drawings at 28 days.
 2. Slump Limit: 4 inches, plus or minus 1 inch.
 3. Air Content: 1.5 percent, plus or minus 1.5 percent at point of delivery for 3/4-inch nominal maximum aggregate size.
 4. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.
 5. Maximum Water-Cementitious Materials Ratio: 0.45

2.14 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.15 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M, and furnish batch ticket information.
1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.
 - 1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
 - 2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd.
 - 3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mixture type, mixture time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - PRODUCTS

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 - 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 - 2. Class B, 1/4 inch Class C, 1/2 inch Class D, 1 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 - 1. Install keyways, reglets, recesses, and the like, for easy removal.
 - 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISI's "Code of Standard Practice for Steel Buildings and Bridges."

2. Install reglets to receive waterproofing and to receive through-wall flashings in outer face of concrete frame at exterior walls, where flashing is shown at lintels, shelf angles, and other conditions.
3. Install dovetail anchor slots in concrete structures as indicated.

3.03 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations and curing and protection operations need to be maintained.
 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that supports weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material will not be acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.04 SHORES AND RESHORES

- A. Comply with ACI 318 and ACI 301 for design, installation, and removal of shoring and reshoring.
 1. Do not remove shoring or reshoring until measurement of slab tolerances is complete.
- B. In multistory construction, extend shoring or reshoring over a sufficient number of stories to distribute loads in such a manner that no floor or member will be excessively loaded or will induce tensile stress in concrete members without sufficient steel reinforcement.
- C. Plan sequence of removal of shores and reshore to avoid damage to concrete. Locate and provide adequate reshoring to support construction without excessive stress or deflection.
- D. Formwork supporting weight of concrete (slab and beam soffits) may be removed after concrete has reached a strength of 3000 psi, but must be immediately re-shored. In the case of post-tensioned slabs, all of the cables can be stressed when the concrete strength reaches 3000 psi. The cables must all be stressed before any shoring or forms are removed. The design, detailing, placement, and removal schedule for formwork is the contractor's responsibility, but shall be done in accordance with ACI 347 and ACI 347.2R. The re-shoring of concrete shall continue down a sufficient number of floors (3 minimum) to distribute the wet weight of the concrete floor being cast and the construction loads on it so that none of the floors below are overstressed.

3.05 VAPOR BARRIERS

- A. Sheet Vapor Barrier: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 1. Lap joints and seal with manufacturers recommended tape.

3.06 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that would reduce bond to concrete.

- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
 - 1. Weld reinforcing bars according to AWS D1.4/D 1.4M, where indicated.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

3.07 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
 - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 6. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.08 WATERSTOPS

- A. Flexible Waterstops: Install in construction joints and at other joints indicated to form a continuous diaphragm. Install in longest lengths practicable. Support and protect exposed waterstops during progress of the Work. Field fabricate joints in waterstops according to manufacturer's written instructions.
- B. Self-Expanding Strip Waterstops: Install in construction joints and at other locations indicated, according to manufacturer's written instructions, adhesive bonding, mechanically fastening, and firmly pressing into place. Install in longest lengths practicable.

3.09 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Architect.

- C. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
 - 1. Do not add water to concrete after adding high-range water-reducing admixtures to mixture.
- D. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 - 1. Deposit concrete in horizontal layers of depth to not exceed formwork design pressures and in a manner to avoid inclined construction joints.
 - 2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
 - 3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- E. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
 - 1. Consolidate concrete during placement operations so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
 - 2. Maintain reinforcement in position on chairs during concrete placement.
 - 3. Screed slab surfaces with a straightedge and strike off to correct elevations.
 - 4. Slope surfaces uniformly to drains where required.
 - 5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.
- F. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
 - 1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
 - 2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
 - 3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- G. Hot-Weather Placement: Comply with ACI 301 and as follows:
 - 1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
 - 2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

3.10 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 - 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and

defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view.
- C. Rubbed Concrete Finish: Apply the following to smooth-formed finished as cast concrete where indicated:
 1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.11 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch in one direction.
 1. Apply scratch finish to surfaces indicated and to receive concrete floor toppings.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces indicated to receive trowel finish and to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
 2. Finish surfaces to tolerances of F(F) 25 (Floor Flatness) and F(L) 20 (Floor Leveling) measured according to ASTM E 1155.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces indicated exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish surfaces to the following tolerances, according to ASTM E 1155, for a randomly trafficked floor surface:
 - a. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20 for slabs-on-grade.
 - b. Specified overall values of flatness, F(F) 25; and of levelness, F(L) 20 for suspended slabs.
 3. Finish and measure surface so gap at any point between concrete surface and an unleveled, freestanding, 10-ft.- long straightedge resting on two high spots and placed anywhere on the surface does not exceed 1/4 inch.

3.12 MISCELLANEOUS CONCRETE ITEMS

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.13 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Formed Surfaces: Cure formed concrete surfaces, including underside of beams, supported slabs, and other similar surfaces. If forms remain during curing period, moist cure after loosening forms. If removing forms before end of curing period, continue curing for the remainder of the curing period.
- D. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- E. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - a. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive floor coverings.
 - b. Moisture cure or use moisture-retaining covers to cure concrete surfaces to receive penetrating liquid floor treatments.
 - c. Cure concrete surfaces to receive floor coverings with either a moisture-retaining cover or a curing compound that the manufacturer certifies will not interfere with bonding of floor covering used on Project.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.14 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
 - 1. Defer joint filling until concrete has aged at least one month. Do not fill joints until construction traffic has permanently ceased.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joint clean and dry.

- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

3.15 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval. Take pictures and send to Architect for approval before starting work.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of one part Portland cement to two and one-half parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
- D. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 - 1. Repair defects on surfaces exposed to view by blending white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 - 2. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- E. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 - 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
 - 2. After concrete has cured at least 14 days, correct high areas by grinding.
 - 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 - 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 - 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 - 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 - 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place

patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

- F. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- G. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.16 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a special inspector and qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
 - 1. Steel reinforcement placement.
 - 2. Steel reinforcement welding.
 - 3. Headed bolts and studs.
 - 4. Verification of use of required design mixture.
 - 5. Concrete placement, including conveying and depositing.
 - 6. Curing procedures and maintenance of curing temperature.
 - 7. Verification of concrete strength before removal of shores and forms from beams and slabs.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
 - 1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - 2. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
 - a. When frequency of testing will provide fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
 - 3. Slump: ASTM C 143/C 143M; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
 - 4. Air Content: ASTM C 231, pressure method, for normal-weight concrete; ASTM C 173/C 173M, volumetric method, for structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 5. Concrete Temperature: ASTM C 1064/C 1064M; one test hourly when air temperature is 40 deg F and below and when 80 deg F and above, and one test for each composite sample.
 - 6. Unit Weight: ASTM C 567, fresh unit weight of structural lightweight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
 - 7. Compression Test Specimens: ASTM C 31/C 31M.
 - a. Cast and laboratory cure two sets of two standard cylinder
 - b. Specimens for each composite sample.
 - c. Cast and field cure two sets of two standard cylinder specimens for each composite sample.
 - 8. Compressive-Strength Tests: ASTM C 39/C 39M.
 - a. Test one field-cured specimen at 7 days and one set of two specimens at 28 days. Reserve the remaining for testing after a longer period as required by Architect if the 28-day tests do not meet the required strength.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.

9. When strength of field-cured cylinders is less than 85 percent of companion laboratory-cured cylinders, Contractor shall evaluate operations and provide corrective procedures for protecting and curing in-place concrete.
 10. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
 11. Test results shall be reported in writing to Architect, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
 12. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Architect but will not be used as sole basis for approval or rejection of concrete.
 13. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42/C 42M or by other methods as directed by Architect.
 14. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
 15. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents at Contractor's expense.
- D. Measure floor and slab flatness and levelness according to ASTM E 1155 within 48 hours of finishing.

END OF SECTION

**SECTION 04 0100
MASONRY CLEANING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Water and Chemical cleaning of masonry (brick & sandstone) surfaces.

1.02 RELATED REQUIREMENTS

- A. Section 04 0500 - Masonry Restoration

1.03 PRICE AND PAYMENT PROCEDURES

- A. Chemical Cleaning: By the square foot.

1.04 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.
- B. ACI 530.1/ASCE 6/TMS 602 - Specification for Masonry Structures; American Concrete Institute International; 2008.
- C. IMIAWC (CW) - Recommended Practices & Guide Specifications for Cold Weather Masonry Construction; International Masonry Industry All-Weather Council; 1993.
- D. IMIAWC (HW) - Recommended Practices & Guide Specifications for Hot Weather Masonry Construction; International Masonry Industry All-Weather Council; current edition.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.
 - 1. Require attendance of parties directly affecting work of this section.
 - 2. Review conditions of installation, installation procedures, and coordination with related work.
- B. Scheduling:
 - 1. Perform cleaning and washing of masonry between the hours of 7 am to 11 pm only. Schedule work with Owner to facilitate use of site by visitors and staff, minimize disruption of access to adjacent buildings.

1.06 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on cleaning compounds.
- C. Manufacturer's Instructions: For cleaning materials, indicate special procedures, conditions requiring special attention.

1.07 QUALITY ASSURANCE

- A. Cleaning: Company specializing in masonry cleaning with minimum three years of documented experience.

1.08 MOCK-UP

- A. Clean a 10 ft by 10 ft panel of masonry areas to determine extent of cleaning and chemical agents required.
 - 1. Repeat, using different cleaning methods for up to three different panels.
- B. Locate where directed.
- C. Acceptable panels and procedures employed will become the standard for work of this section.
- D. Mock-up may remain as part of the Work.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver masonry cleaning materials neatly stacked and tied on pallets. Store clear of ground with adequate waterproof covering.

1.10 FIELD CONDITIONS

- A. Maintain materials and surrounding air temperature to minimum 40 degrees F prior to, during, and 48 hours after completion of masonry work.
- B. Maintain materials and surrounding air temperature to maximum 90 degrees F prior to, during, and 48 hours after completion of masonry work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Restoration and Cleaning Chemicals:
 - 1. PROSOCO; Product Restoration Cleaner (masonry): www.prosoco.com/#sle.
 - 2. PROSOCO ; Product Sure Klean 600 Detergent (tuckpointed masonry cleaning).
 - 3. PROSOCO ; Product Sure Klean Ferrous Stain Remover (chemical cleaning for specific areas of metallic/iron stains).
 - 4. PROSOCO; Product Sure Klean Limestone / Masonry Prewash 766 (heavily soiled areas on limestone, cast stone, concrete). Use with Limestone / Masonry Afterwash, Restoration Cleaner, or Limestone Restorer.
 - 5. PROSOCO; Product Limestone Cleaner 942
 - 6. PROSOCO; Product Sure Klean Limestone Restorer
 - 7. Substitutions: See Section 01 6000 - Product Requirements.

2.02 CLEANING MATERIALS

- A. Prosoco Enviro Klean EK Restoration Cleaner.
- B. Prosoco Sure Klean Limestone Restorer.
- C. Cleaning Agents: carbon solubizer (restoration - power wash) type. ProSoCo Sure Klean Restoration Cleaner, Limestone Restorer.
- D. Masonry / Pointed Joints: ProSoCo Sure Klean 600 Detergent. Use at newly tuckpointed areas.
- E. Ferrous Stains; ProSoCo Sure Klean Ferrous Stain Remover.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces to be cleaned are ready for work of this section.

3.02 PREPARATION

- A. Protect surrounding elements from damage due to cleaning procedures.
- B. Carefully remove and store any removable items located in areas to be cleaned, including fixtures, fittings, finish hardware, accessories, and metal letters; reinstall upon completion. Protect any items which cannot be removed by appropriate methods to prevent any damage to existing finishes.
- C. Separate areas to be protected from cleaning areas using means adequate to prevent damage.
- D. Cover existing landscaping with tarpaulins or similar covers.
- E. Mask immediately adjacent surfaces with material that will withstand cleaning procedures.
- F. When using cleaning methods that involve water or other liquids, install drainage devices to prevent runoff over adjacent surfaces unless those surfaces are impervious to damage from runoff.
- G. Do not allow chemical cleaning solution runoff to drain into sanitary or storm sewers.

3.03 CLEANING EXISTING MASONRY & PRECAST

- A. Pre Wet all masonry surfaces prior to cleaning as recommended by manufacturer / technical representative.
- B. Low Pressure Water Cleaning (Chemical Cleaning - Precast, limestone, cast stone areas): Prewet concrete or limestone surface with fresh water. Apply light duty concrete cleaner via

brush method with dilution as recommended by the manufacturer. Allow to stand 3 -5 minutes
Apply 3-4,000 psi pressure rinse to precast surfaces at all locations, maintaining uniform depth and surface texture throughout.

- C. Cleaning Detergent: Brush clean difficult or highly soiled / stained masonry surfaces at all such locations with restoration type cleaning agent in accordance with the manufacturer's instructions. Saturate masonry with clean water and flush loose mortar and dirt.
- D. Medium Pressure Cold Water (Power Wash - Brick Cleaning): Cold water blast with 3-4,000 psi pressure to brick masonry surfaces, at all locations, providing uniform finish.
- E. Ferrous Stain Removal: Treat all metallic stained areas of masonry / concrete / precast concrete with ProSoCo Ferrous Stain Remover. Test dilution & procedure on non visible areas and secure approval prior to use.

3.04 RESTORATION CLEANING/FERROUS STAIN REMOVAL

- A. Spray coat difficult / highly stained type masonry with specified restoration or ferrous stain cleaner, mixed into solution in accordance with manufacturer's instructions.
- B. Provide a second application if required to match mock-up area.
- C. Allow sufficient time for solution to remain on masonry and agitate with soft fiber brush or sponge.
- D. Rinse from the bottom up with potable water applied at not more than 600 psi and at a rate of 4 gal/min.
- E. Treat surfaces with a neutralizing solution agent by applying afterwash, restoration cleaner, or limestone restorer according to the application instructions on the product label. (Required for any / all areas using 766 Limestone / Masonry Prewash. Do not allow Prewash to dry on any treated surface.)

3.05 CLEANING

- A. Immediately remove stains, efflorescence, or other excess resulting from the work of this section.
- B. Remove excess mortar, smears, and droppings as work proceeds and upon completion.
- C. Clean surrounding surfaces.

END OF SECTION

**SECTION 04 0500
MASONRY RESTORATION**

PART 1: GENERAL

1.01 SCOPE:

- A. Perform all masonry, repair and tuck-pointing as indicated on the drawings and as specified herein.

1.02 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. Unit Masonry Section 04 2001
- B. Sealants Section 07 9200
- C. Mockups, Submittals and Substitutions Section 01 3000

1.03 QUALITY ASSURANCE:

- A. Qualifications of Manufacturer: Use products for the work of this section produced by manufacturers regularly engaged in manufacture of similar items and with a history of successful production acceptable to the Architect.
- B. Qualifications of Workmen: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- C. Provide one skilled journeyman mason who shall be present at all times during tuck-pointing operations.
- D. Field Constructed Mock-up: Prior to restoration of masonry, restore a sample wall to verify selections of mortar texture, mortar color, correct removal of existing mortar joints, to represent completed masonry restoration work for qualities of appearance, materials and construction; build mock-up to comply with the following requirements.
 - 1. Restore sample wall using materials and methods intended to match existing adjacent brickwork.
 - 2. Obtain Architect's acceptance of visual qualities of mock-up before start of masonry work. Retain mock-up and use as quality standard until work is completed.

1.04 SUBMITTALS:

- A. General: Comply with the pertinent provisions of Section 01 3000.
- B. Product Data: Submit the following to the Architect for approval:
 - 1. Manufacturer's specifications and other data required to demonstrate compliance with the specified requirements.
 - 2. Samples of proposed tuck-pointing mortar for approval of color and texture.
- C. Mortar Analysis Report: Submit a sample of existing masonry mortar (selected by architect) to the following company for a chemical and material analysis: Wollenberg Building Conservation, LLC. 314-645-4949. Analysis must include identification of materials used, and quantities of materials of the original mortar.

1.05 PRODUCT HANDLING:

- A. Delivery and Storage:
 - 1. Handle and store in such manner as to prevent damage or disfigurement. Store items and components subject to environmental damage above ground on pallets, platforms, or other supports and protect from elements and physical damage by adequate cover.
 - 2. Deliver mortar material in original unopened containers bearing label identifying manufacturer's name and brand.
 - 3. Protection: The installer shall protect any existing work subject to damage during installation of specified work and shall adequately protect specified work during installation. Finished work that is readily subject to damage by subsequent work or

environmental conditions shall be protected by the installer immediately following the installation thereof.

4. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2: PRODUCTS

2.01 MORTAR MATERIALS: COMPLY WITH THE FOLLOWING:

- A. Masonry Cement: ASTM C-91, Type II.
- B. Portland Cement: ASTM C-150.
- C. Hydrated Lime: ASTM C-207, Type S.
- D. Aggregate for Grout: ASTM C-404.
- E. Fine Aggregate: ASTM C-404.
- F. Water: Clean and free of deleterious amounts of acids, alkalies, or organic materials.
- G. Mortar Mix: Match chemical analysis of existing mortar.
- H. Mortar Tint: Shall be Sonobrite as manufactured by Sonneborn Division of Contech, Inc.

2.02 SEALANTS:

- A. Refer to Section 07 9200.

2.03 ACCESSORIES:

- A. Helical Masonry Ties: Simpson HELI37 series by length required for penetration recommended into substrate. (7 to 12 inches available) including Heli-Tie Fastener Installation Tool: Model HELITool37A.
- B. Helical Masonry Stitching Ties: Simpson HELIST254000 with FX-263 Rapid Hardening Vertical/Overhead Repair Mortar.

2.04 BRICK UNITS

- A. Manufacturers:
 1. Acme Brick Company: www.brick.com
 2. Belden Brick: www.beldenbrick.com/#sle.
 3. Meridian Brick LLC; Athens Architectural Series: www.meridianbrick.com/#sle.
 4. Substitutions: See section 01 6000-Product Requirements.
- B. Facing Brick 'A': ASTM C216, Type FBX Velour, Grade SW. Color and texture to match Architect's sample.
 1. Color and texture: Belden: Canton, OH "Cherry Velour", velour texture.
 2. Nominal size: As indicated on drawings.
 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.
- C. Facing Brick 'B': ASTM C216, Type FBX Smooth, Grade SW.
 1. Color and texture: Belden: Canton, OH "Commodore Smooth", smooth texture.
 2. Nominal size: As indicated on drawings.
 3. Special shapes: Molded units as required by conditions indicated, unless standard units can be sawn to produce equivalent effect.

PART 3: EXECUTION

3.01 INSPECTION:

- A. Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 PROTECTION:

- A. Take all necessary precautions, erect all required shields, protective coverings, etc. to prevent adjacent materials and surfaces from being damaged during the execution of this portion of the work.

3.03 REPOINTING / RELAYING EXISTING BRICK:

- A. Have sample of existing mortar chemically tested and analyzed for composition.
- B. Match the existing mortar as closely as possible for composition, color, and texture. Furnish sample for architects approval before starting work.
- C. Carefully examine the joints of all exterior brick. Repoint all joints having cracked, loose, or disintegrated mortar as called for on the plans.
- D. Remove all damaged or cracked mortar to a depth of at least 1-1/2 times the width of the joint.
- E. Repoint to match existing original mortar color, texture, and tooling. Add a small amount of pigment to achieve the weathered color. Use only pigments which are pure mineral oxides (because they will not fade or leach out of the mortar). In no event shall the pigment exceed two percent (2%) of the mortar mix by weight.
- F. All repointed joints shall be brushed clean and pointed with mortar in two (2) stages to a flat cut joint. When "thumbprint" hard, the joints and beds shall be tooled to match original work. Point in two (2) stages to seal the shrinkage cracks.
- G. Percentage of tuckpointing and relaying: As indicated on drawings.

3.04 MASONRY CRACK REPAIR:

- A. Chase bed joint 20" on either side of the affected area to a depth of approximately 1 1/4" with hand tools. Vertical spacing of installation sites should be 12" for red brick or "every other course" for concrete masonry units.
- B. Clear bed joint of all loose debris.
- C. Mix FX-263 Rapid-Hardening Vertical/Overhead Repair Mortar per product instructions and place into the prepared bed joint, filling approximately two-thirds the depth of the void.
- D. Embed the tie at one-half the depth of the void. Trowel displaced grout to fully encapsulate the tie.
- E. Fill any remaining void and vertical cracks with FX-263 or repair mortar to conceal repair site.

3.05 PATCHING SPALLED CONCRETE

- A. Remove deteriorated concrete at spalls to sound material. Grind, chisel or saw cut 1" deep undercut around perimeter of patch. Clean with compressed air. Thoroughly remove any concrete showing traces of oils or grease.
- B. Thoroughly wet patched area prior to casting concrete patching material. If cement patching material manufacturer recommends a different procedure, such procedure is to be followed and executed in accordance with published instructions and in accordance with approved test patch.
- C. Install cement patching material in strict accordance with manufacturer's published instructions.
- D. Finish surface to match surface being patched, by grinding, troweling, sacking, or brushing.
- E. After mortar has fully hardened, thoroughly clean exposed masonry surfaces of excess mortar and foreign matter using stiff nylon or bristle brushes and clean water, spray applied at low pressure.

END OF SECTION

**SECTION 04 0511
MASONRY MORTARING AND GROUTING**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Mortar for masonry.
- B. Grout for masonry.

1.02 REFERENCE STANDARDS

- A. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.
- B. ASTM C5 - Standard Specification for Quicklime for Structural Purposes; 2010.
- C. ASTM C91/C91M - Standard Specification for Masonry Cement; 2012.
- D. ASTM C94/C94M - Standard Specification for Ready-Mixed Concrete; 2015.
- E. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar; 2011.
- F. ASTM C150/C150M - Standard Specification for Portland Cement; 2015.
- G. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes; 2006 (Reapproved 2011).
- H. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2014a.
- I. ASTM C387/C387M - Standard Specification for Packaged, Dry, Combined Materials for Concrete and High Strength Mortar; 2011b.
- J. ASTM C404 - Standard Specification for Aggregates for Masonry Grout; 2011.
- K. ASTM C476 - Standard Specification for Grout for Masonry; 2010.
- L. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry; 2012.
- M. ASTM C979/C979M - Standard Specification for Pigments for Integrally Colored Concrete; 2010.
- N. ASTM C1019 - Standard Test Method for Sampling and Testing Grout; 2013.
- O. ASTM C1072 - Standard Test Method for Measurement of Masonry Flexural Bond Strength; 2013.
- P. ASTM C1148 - Standard Test Method for Measuring the Drying Shrinkage of Masonry Mortar; 1992a (Reapproved 2008).
- Q. ASTM C1314 - Standard Test Method for Compressive Strength of Masonry Prisms; 2014.
- R. ASTM E514/E514M - Standard Test Method for Water Penetration and Leakage Through Masonry; 2014.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Include design mix and indicate whether the Proportion or Property specification of ASTM C270 is to be used. Also include required environmental conditions and admixture limitations.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Manufacturer's Installation Instructions: Submit packaged dry mortar manufacturer's installation instructions.

1.04 PRECONSTRUCTION TESTING

- A. Testing will be conducted by an independent test agency, in accordance with provisions of Section 01 4000 - Quality Requirements.

- B. Mortar Mixes: Test mortars prebatched by weight in accordance with ASTM C780 recommendations for preconstruction testing.
- C. Grout Mixes: Test grout batches in accordance with ASTM C1019 procedures.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Maintain packaged materials clean, dry, and protected against dampness, freezing, and foreign matter.

1.06 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

PART 2 PRODUCTS

2.01 MORTAR AND GROUT APPLICATIONS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.

2.02 MATERIALS

- A. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C387/C387M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Type: Types as scheduled in this section.
 - 2. Color: Mineral pigments added as required to produce approved color sample.
 - 3. Manufacturers:
 - a. Substitutions: See Section 01 6000 - Product Requirements.
- B. Packaged Dry Material for Grout for Masonry: Premixed cementitious materials and dried aggregates; capable of producing grout of the specified strength in accordance with ASTM C476 with the addition of water only.
- C. Portland Cement: ASTM C150/C150M.
 - 1. Type: Type I - Normal; ASTM C150/C150M.
 - 2. Color: Standard gray.
- D. Masonry Cement: ASTM C91/C91M.
 - 1. Type: Type N; ASTM C91/C91M.
- E. Blended Masonry and Portland Cement Grout: ASTM C476.
- F. Packaged Dry Mortar: ASTM C387/C387M, Type N or S, using gray or white color cement as required to achieve desired mortar color.
- G. Hydrated Lime: ASTM C207, Type S.
- H. Quicklime: ASTM C5, non-hydraulic type.
- I. Mortar Aggregate: ASTM C144.
- J. Grout Aggregate: ASTM C404.
- K. Pigments for Colored Mortar: Pure, concentrated mineral pigments specifically intended for mixing into mortar and complying with ASTM C979/C979M.
 - 1. Color(s): To match Architect's sample(s) when incorporated into specified mix design(s).
 - 2. Manufacturers:
 - a. Davis Colors; _____: www.daviscolors.com/#sle.
 - b. Lambert Corporation; _____: www.lambertusa.com/#sle.
 - c. Solomon Colors: www.solomoncolors.com.
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- L. Water: Clean and potable.
- M. Bonding Agent: Latex type.

- N. Integral Water Repellent Admixture: Polymeric liquid admixture added to mortar at the time of manufacture.
 - 1. Performance of Mortar with Integral Water Repellent:
 - a. Water Permeance: When tested per ASTM E514/E514M and for a minimum of 72 hours:
 - 1) No water visible on back of wall above flashing at the end of 24 hours.
 - 2) No flow of water from flashing equal to or greater than 0.032 gallons per hour at the end of 24 hours.
 - 3) No more than 25 percent of wall area above flashing visibly damp at end of test.
 - b. Flexural Bond Strength: ASTM C1072; minimum 10 percent increase.
 - c. Compressive Strength: ASTM C1314; maximum 5 percent decrease.
 - d. Drying Shrinkage: ASTM C1148; maximum 5 percent increase in shrinkage.
 - 2. Use only in combination with masonry units produced with integral water repellent admixture.

2.03 MORTAR MIXES

- A. Ready Mixed Mortar: ASTM C1142, Type RN.
- B. Mortar for Unit Masonry: ASTM C270, Property Specification.

2.04 MORTAR MIXING

- A. Thoroughly mix mortar ingredients using mechanical batch mixer, in accordance with ASTM C270 and in quantities needed for immediate use.
- B. Maintain sand uniformly damp immediately before the mixing process.
- C. Do not use anti-freeze compounds to lower the freezing point of mortar.
- D. If water is lost by evaporation, re-temper only within two hours of mixing.

2.05 GROUT MIXES

- A. Bond Beams, Lintels, and Reinforced Cells: 3,000 psi strength at 28 days; 8-10 inches slump; provide premixed type in accordance with ASTM C 94/C 94M.
 - 1. Fine grout for spaces with smallest horizontal dimension of 2 inches or less.

2.06 GROUT MIXING

- A. Mix grout in accordance with ASTM C94/C94M.
- B. Thoroughly mix grout ingredients in quantities needed for immediate use in accordance with ASTM C476 for fine and coarse grout.
- C. Add admixtures in accordance with manufacturer's instructions; mix uniformly.
- D. Do not use anti-freeze compounds to lower the freezing point of grout.

PART 3 EXECUTION

3.01 PREPARATION

- A. Apply bonding agent to existing concrete surfaces.
- B. Plug clean-out holes for grouted masonry with brick masonry units. Brace masonry to resist wet grout pressure.
- C. Perform practices for cold or hot weather requirements.

3.02 INSTALLATION

- A. Install mortar and grout to requirements of section(s) in which masonry is specified.
- B. Work grout into masonry cores and cavities to eliminate voids.
- C. Do not install grout in lifts greater than 16 inches without consolidating grout by rodding.
- D. Do not displace reinforcement while placing grout.
- E. Remove excess mortar from grout spaces.

3.03 GROUTING

- A. Perform all grouting by means of low-lift technique. Do not employ high-lift grouting.
- B. Low-Lift Grouting:
 - 1. Limit height of pours to 60 inches maximum for fine and course grout with 2 inches maintained clearances around reinforcing. Refer to structural drawings for additional restrictions.
 - 2. Limit height of masonry to 16 inches above each pour.
 - 3. Pour grout only after vertical reinforcing is in place; place horizontal reinforcing as grout is poured. Prevent displacement of bars as grout is poured.
 - 4. Place grout for each pour continuously and consolidate immediately; do not interrupt pours for more than 1-1/2 hours.

3.04 FINAL TOUCH UP

- A. CLEANING: Clean mortar from masonry or masonry veneer to observe mortar color tone / consistency.
- B. Stain surface of exposed mortar as required where discoloration of mortar appears from field tone/color. Repeat as necessary to obtain consistent color tone. Coordinate locations requiring staining with architect.

END OF SECTION

SECTION 06 1000 ROUGH CARPENTRY

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Roof-mounted curbs.
- B. Roofing nailers.
- C. Preservative treated wood materials.
- D. Fire retardant treated wood materials.
- E. Communications and electrical room mounting boards.
- F. Concealed wood blocking, nailers, and supports.
- G. Wall sheathing with factory applied water-resistive and air barrier sheet.

1.02 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware; 2009.
- B. ASTM E2357 - Standard Test Method for Determining Air Leakage of Air Barrier Assemblies; 2011.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- D. AWPA U1 - Use Category System: User Specification for Treated Wood; 2012.
- E. PS 1 - Structural Plywood; 2009.
- F. PS 20 - American Softwood Lumber Standard; 2010.
- G. SPIB (GR) - Grading Rules; 2014.

1.03 SUBMITTALS

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

1.04 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, or installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Southern Pine, unless otherwise indicated.
 - 2. 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.
 - 3. 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.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Grading Agency: Southern Pine Inspection Bureau, Inc; SPIB (GR).

- B. Sizes: Nominal sizes as indicated on drawings, S4S.
- C. Moisture Content: S-dry or MC19.
- D. Stud Framing (2 by 2 through 2 by 6):
 - 1. Species: Douglas Fir-Larch.
 - 2. Grade: No. 2.
- E. Joist, Rafter, and Small Beam Framing (2 by 6 through 4 by 16):
 - 1. Grade: [CHOICE TEXT].
- F. 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.
- B. Wall Sheathing: Glass mat faced gypsum, ASTM C1177/C1177M, 5/8 inch Type X fire resistant.
- C. Wall Sheathing with Weather Barrier: Glass mat faced gypsum with integral water-resistive and air barrier, ASTM C1177/C1177M, 5/8 inch thick.
 - 1. Edges: Square.
 - 2. Water Vapor Permeance: 1 perm, minimum, when tested in accordance with ASTM E96/E96M.
 - 3. Air Permeance, Assembly: 0.04 cfm per square foot, maximum, when tested in accordance with ASTM E2357.
 - 4. Fluid-Applied Flashing: Approved by sheathing manufacturer.
 - 5. Warranty:
 - a. Exposure: Manufacturer's standard; 12 months, against exposure damage, and dated from installation of product.
 - b. Defect: Manufacturer's standard; 5 years, against manufacturing defects, and dated from purchase of product.
 - 6. Manufacturers:
 - a. Georgia-Pacific LLC; DensElement Barrier System: www.DensElement.com/#sle.
 - b. Tremco Commercial Sealants & Waterproofing; Securock ExoAir 430 Panel: www.tremcosealants.com/#sle.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- D. Communications and Electrical Room Mounting Boards: PS 1 A-D plywood, or medium density fiberboard; 3/4 inch thick; flame spread index of 25 or less, smoke developed index of 450 or less, when tested in accordance with ASTM E84.
- E. Other Applications:
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.
 - 4. Backside of parapets: Use exterior wall sheathing, 5/8" thick. At locations covered by roofing membrane, provide material as approved for use as base by Roofing Manufacturer, no less than 5/8" thick.

2.04 ACCESSORIES

- A. Fasteners and Anchors: Use fasteners suitable for proper attachment to substrates and contain weatherized coating approved for use where exposed. Fasteners in treated lumber are required to have high corrosion resistance, compatible with chemical treatment and be approved for use by wood manufacturer.
 - 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. Sill Flashing: As specified in Section 07 6200.
- C. Water-Resistive Barrier: For other locations, as specified in Section 07 2500.
- D. Fluid Applied Weather Barrier Joint Treatment: Dens Defy Liquid Flashing.
- E. Joint Transition Membrane: Dens Defy Transition Membrane.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWWA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.
 1. Fire-Retardant Treated Wood (FRTW) : Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 2. Preservative-Treated Wood (PTW): Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWWA standards.
- B. Fire Retardant Treatment:
 1. Interior Type A: AWWA U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat rough carpentry items as indicated .
 - c. Do not use fire treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
 1. Preservative Pressure Treatment of Lumber Above Grade: AWWA 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 roofing, flashing, or waterproofing.
 - c. Treat lumber in contact with masonry or concrete.

PART 3 EXECUTION

3.01 PREPARATION

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

3.02 INSTALLATION - GENERAL

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

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. At building construction types I & type II, refer to code review statements on drawings, use fire-retardant treated wood FRTW where drawings indicate the use of wood for blocking, nailers or furring at the following locations:
 1. Exterior walls that are classified with fire resistance rating.

2. Interior fire resistance rated partitions.
- C. At exterior walls, use pressure treated wood PTW for blocking.
- D. At interior locations, blocking shall be standard wood unless noted otherwise.
- E. 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.
- F. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.
- G. Provide the following specific non-structural framing and blocking:
 1. Cabinets and shelf supports.
 2. Wall brackets.
 3. Handrails.
 4. Grab bars.
 5. Towel and bath accessories.
 6. Wall-mounted door stops.
 7. Chalkboards and marker boards.
 8. Wall paneling and trim.
 9. Joints of rigid wall coverings that occur between studs.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using nails, screws, or staples.
 1. Use fastener type and spacing as recommended by manufacturer to accommodate no less than structural design wind speed per structural plans.
- B. Communications and Electrical Room Mounting Boards: Secure with screws to studs with edges over firm bearing; space fasteners at maximum 24 inches on center on all edges and into studs in field of board.
 1. At fire-rated walls, install board over wall board indicated as part of the fire-rated assembly.
 2. Where boards are indicated as full floor-to-ceiling height, install with long edge of board parallel to studs.
- C. Wall Sheathing and Roof Sheathing with Laminated Water-Resistive Barrier and Air Barrier: Secure to studs as recommended by manufacturer.
 1. Install with laminated water-resistive and air barrier on exterior side of sheathing.
 2. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
 3. Use compatible fluid applied weather barrier at transitions to adjacent materials.
 4. Apply manufacturer's standard seam tape to joints between sheathing panels. Use tape gun or hard rubber roller as recommended by manufacturer.
 5. Treatment of openings, penetrations, patches and repairs are per section 07 2500 weather barriers.

3.06 TOLERANCES

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

3.07 CLEANING

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

END OF SECTION

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**SECTION 07 2119
FOAMED-IN-PLACE INSULATION**

PART 1 GENERAL V.22

1.01 SECTION INCLUDES

- A. Foamed-in-place insulation installed as part of the exterior building thermal envelope.
- B. At junctions of dissimilar wall and roof materials.
- C. Protective intumescent coating.

1.02 REFERENCE STANDARDS

- A. ASTM C518 - Standard Test Method for Steady-State Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 2010.
- B. ASTM D1622/D1622M - Standard Test Method for Apparent Density of Rigid Cellular Plastics; 2014.
- C. ASTM D2842 - Standard Test Method for Water Absorption of Rigid Cellular Plastics; 2012.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- E. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- F. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials; 2013.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene one week prior to commencing work of this section.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide product description, insulation properties, overcoat properties, and preparation requirements and shop drawings identifying locations being applied.
- C. Manufacturer's Installation Instructions: Indicate special procedures, and perimeter conditions requiring special attention.
- D. Manufacturer Qualification: Submit documentation of current evaluation of proposed manufacturer and materials.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing products of the type specified in this section, with not less than three years of documented experience.
- B. Field Density testing: Take field samples daily and provide report on density of samples.

1.06 REGULATORY REQUIREMENTS

- A. Conform to applicable code for flame and smoke limitations.

1.07 MOCK-UP

- A. Locate where directed.
- B. Mock-up may remain as part of the Work.

1.08 FIELD CONDITIONS

- A. Do not apply foam when temperature is below that specified by the manufacturer for ambient air and substrate.
- B. Do not apply foam when temperature is within 5 degrees F of dew point.

PART 2 PRODUCTS

MANUFACTURERS

1.01 FOAMED-IN-PLACE INSULATION:

- A. BASF Corporation; WALLTITE US Series Closed Cell: www.spf.basf.com/#sle.
- B. Icynene-Lapolla; Icynene ProSeal (MD-C-200 v3): www.icynene.com/#sle.
- C. Johns Manville; JM Corbond III Closed Cell Spray Polyurethane Foam: www.jm.com/#sle.
- D. Substitutions: See Section 01 6000 - Product Requirements.

1.02 MATERIALS

- A. Foamed-In-Place Insulation: Medium-density, rigid or semi-rigid, closed cell polyurethane foam; foamed on-site, using blowing agent of water or non-ozone-depleting gas.
 - 1. Thermal Resistance: R-value of 5.0, minimum, per 1 inch thickness at 75 degrees F mean temperature when tested in accordance with ASTM C518.
 - 2. Water Vapor Permeance: Vapor retarder; 2 perms, maximum, when tested at intended thickness in accordance with ASTM E96/E96M, desiccant method.
 - 3. Water Absorption: Less than 1 percent by volume, maximum, when tested in accordance with ASTM D2842.
 - 4. Air Permeance: 0.04 cfm per square foot, maximum, when tested at intended thickness in accordance with ASTM E2178 at 1.57 psf.
 - 5. Closed Cell Content: At least 90 percent.
 - 6. Surface Burning Characteristics: Flame spread/Smoke developed index of 25/450, maximum, when tested in accordance with ASTM E84.
 - 7. Density: 2.0 lbs/cuft, nominal, in accordance with ASTM D1622/D1622M.

1.03 ACCESSORIES

- A. Primer: As required by insulation manufacturer.
- B. Overcoat: Intumescent coating of type recommended by insulation manufacturer and as required to comply with applicable codes.

PART 3 EXECUTION

2.01 EXAMINATION

- A. Verify work within construction spaces or crevices is complete prior to insulation application.
- B. Verify that surfaces are clean, dry, and free of matter that may inhibit insulation or overcoat adhesion.

2.02 PREPARATION

- A. Mask and protect adjacent surfaces from over spray or dusting.
- B. Apply primer in accordance with manufacturer's instructions.

2.03 APPLICATION

- A. Apply insulation in accordance with manufacturer's instructions.
- B. Apply insulation by spray method, to a uniform monolithic density without voids.
- C. Apply to achieve a thermal resistance R-value of 20.
- D. Patch damaged areas.
- E. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.
- F. Trim excess away for applied trim or remove as required for continuous sealant bead.
- G. Apply insulation inside of building at all transitions from wall to roof, at underside of all roof ridges, hips and valleys, all penetrations through roofs, and as otherwise indicated at drawings.
- H. Apply overcoat to surface at locations where it is not concealed behind 1/2" thick gypsum board. Overcoat to be equivalent to a 15 minute thermal barrier as required by IBC.

2.04 FIELD QUALITY CONTROL

- A. Inspection will include verification of insulation and overcoat thickness and density. Installer to take daily tests and maintain a log of tests and areas performed.

2.05 PROTECTION

- A. Do not permit subsequent construction work to disturb applied insulation.

END OF SECTION

SECTION 07 6200
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, and downspouts.
- B. Sealants for joints within sheet metal fabrications.
- C. Sheet metal splash pans.

1.02 REFERENCE STANDARDS

- A. AAMA 611 - Voluntary Specification for Anodized Architectural Aluminum; 2012.
- B. AAMA 2604 - Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels; 2013.
- C. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- D. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing; 2009.
- F. ASTM D4479/D4479M - Standard Specification for Asphalt Roof Coatings - Asbestos-Free; 2007 (Reapproved 2012).
- G. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- H. CDA A4050 - Copper in Architecture - Handbook; current edition.
- I. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate material profile, material thickness, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit one sample, 12 x 12 inch minimum in size illustrating material and fabrication details of typical standing seam profiles.
- D. Samples: Submit two samples 2 by 3 inch in size illustrating metal finish color.
 - 1. Color chart can be submitted preliminary as long as a physical sample is submitted for final approval

1.04 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Maintain one copy of each document on site.
- C. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 3 years of documented experience.

1.05 DELIVERY, STORAGE, AND HANDLING

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

1.06 WARRANTY

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

- B. Reference roofing specifications for warranty limits and terms that apply. Products or fabrications installed with the roofing system to contain manufacturer's warranty as specified in roofing specification section.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim Manufacturers:
 - 1. Petersen Aluminum Corporation: www.pac-clad.com/#sle.
 - 2. Metal Era Inc. www.metalera.com.
 - 3. Substitutions: See Section 01 6000 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Aluminum: ASTM B209 (ASTM B209M); 0.032 inch thick minimum; plain finish shop pre-coated with fluoropolymer coating.
 - 1. Fluoropolymer Coating: High Performance Organic Finish, AAMA 2604; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's standard colors.

2.03 FABRICATION

- A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal and other characteristics of item indicated. Shop fabricate items where practicable. Obtain field measurements for accurate fit before shop fabrication.
- B. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
- C. Form sections true to shape, accurate in size, square, and free from distortion or defects. Fabricate metal flashing and trim without excessive oil canning, buckling and tool marks, true to line and levels indicated with exposed edges folded back to form hems.
- D. Form pieces in longest possible lengths to a maximum of 15 feet unless specifically approved otherwise by Architect. Treat seams between two different pieces with flat-lock seams at non-moving joints, unless otherwise indicated. At moving seams, use seated, lapped, bayonet type or interlocking hooked seams.
- E. All exposed edges to be folded back with hem of 1/2 inch; miter and seam corners.
- F. Fabricate corners from one piece with minimum 18 inch long legs; seam for rigidity, seal with sealant.
- G. Sealed Joints: Form non-expansion but movable joints in metal to accommodate elastomeric sealant to comply with SMACNA recommendations.
- H. Expansion Provisions: Where lapped or bayonet-type expansion provisions in the Work cannot be used, form expansion joint of intermeshing hooked flanges, not less than 1 inch deep, filled with elastomeric sealant concealed within joints. Provide for expansion no more than in 40 feet long sections.
- I. Conceal fasteners and expansion provisions where possible on exposed-to-view sheet metal flashing and trim, unless otherwise indicated.
- J. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
 - 1. Thickness: As recommended by SMACNA's "Architectural Sheet Metal Manual" for application but not less than the thickness of the metal being secured.

2.04 GUTTER AND DOWNSPOUT FABRICATION

- A. Gutters: SMACNA Architectural Sheet Metal Manual, Square profile - 6".
 - 1. Lengths to be continuous no longer than 40 foot sections.
 - 2. Joints to be flat-lock seam with sealant.

3. Corners to be factory mitered and welded.
 4. Expansion joints to have end of each gutter capped, allow for 1" of expansion between gutters and covered with coverplate.
- B. Downspouts: Rectangular profile 4" wide x 3" deep or unless indicated otherwise.
1. Same as Gutters except: Vertical seams to be Double Corner Seam with sealant.
- C. Accessories: Profiled to suit gutters and downspouts.
1. Anchorage Devices: In accordance with SMACNA requirements with Stainless Steel or Aluminum fasteners.
 2. Gutter Supports: Straps of size per SMACNA requirements, but not less than twice the thickness of the gutter material.
 3. Downspout Supports: Straps.
 4. Valley Diverters: 12-inch x 12-inch minimum at valley, 0.040 inch thick minimum. Extend a minimum of 4" above eave edge.
- D. Splash Pans: Same metal type as downspouts, formed to 8 by 12 inch size; rolled sides of 3 inch high for inverted pan placement.
- E. Seal metal joints, see Joint Sealants.

2.05 ACCESSORIES

- A. Fasteners: Aluminum or Stainless Steel, with soft neoprene washers.
- B. Underlayment: ASTM D226/D226M, organic roofing felt, Type I (No. 15).
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Concealed Sealants: Non-curing butyl sealant.
- E. Flexible Flashing: Self-adhered flashing as specified in Section 07 2500.
- F. Sealants: Type as specified in Section 07 9200.
- G. Plastic Cement: ASTM D4586/D4586M, Type I.

2.06 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

- A. Manufactured Straight and Radius Copings: See Section 07 7100.
- B. Manufactured Roof Edge / Gravel Stop Edge: See Section 07 7100.
- C. Accessories:
 1. Splice Plates: Same thickness as coping, minimum.
 2. Cleats: Same thickness as coping, minimum.

2.07 WALL SHEET METAL FABRICATIONS

- A. Opening Flashings in Frame Constructions: Fabricate head, sill and similar flashing to extend beyond openings as indicated. Unless otherwise indicated, form head and sill flashing with 2-inch high end dams.

2.08 MISCELLANEOUS SHEET METAL FABRICATIONS

- A. Beam and Column Surrounds: Fabricate as detailed, reinforced as required for a smooth, even appearance without oil-canning or distortions, with tight seams and all exposed edges hemmed.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

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

3.03 INSTALLATION GENERAL

- A. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted. Install system to comply with FMG or ES-1 system ratings.
- B. Apply plastic cement compound between metal flashings and felt flashings.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Secure gutters and downspouts in place with concealed fasteners. Pop-rivets are not concealed Fasteners.
- E. Set splash pans under downspouts. Coordinate attachment with roofing system.
- F. Finishes: Touchup all scratches to painted finish in field with paint to match.

3.04 ROOF DRAINAGE SYSTEM INSTALLATION

- A. General: Install sheet metal roof drainage items to produce complete roof drainage system according to SMACNA recommendations and as indicated. Coordinate installation of roof perimeter flashing with installation of roof drainage system.
- B. Hanging Gutters: Join sections with riveted and soldered joints or with lapped joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchored straps spaced not more than 24 inches apart. Provide enclosures and seal watertight with sealant. Slope gutters 1/4 inch per 10 feet minimum to downspouts.
 - 1. Fasten gutter spacers to front and back of gutter.
 - 2. Loosely lock straps to front gutter bead and anchor to roof deck.
 - 3. Anchor and loosely lock back edge of gutter to continuous eave or apron flashing.
 - 4. Anchor back of gutter that extends onto roof deck with cleats spaces not more than 24 inches apart.
 - 5. Install gutter with expansion joints at locations indicated or not exceeding 40 feet apart.
- C. Downspouts: Join sections with 1-1/2" telescoping joints.
 - 1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches o.c. in between.
 - 2. Secure downspouts to building with straps and mechanical fasteners. Do not use pop-rivets.
 - 3. Provide elbows at base of downspout to direct water away from building.
- D. Collection Boxes: Anchor securely to wall.

3.05 ROOF FLASHING INSTALLATION

- A. General: Install sheet metal roof flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, an level as indicated. Install work with laps, joints and seams that will be permanently watertight.
- B. Roof Edge Flashing and Copings: Anchor to resist uplift and outward forces according to recommendations in FMG Loss Prevention Data Sheet 1-49 for specified wind zone and as indicated. Comply with installation requirements of roofing manufacturer regarding spacing of anchors below membrane flashing in field of roof.
 - 1. Install flexible flashing covering entire substrate beneath coping; not required where roofing material extends beneath coping. Seal perimeters against weather barrier and/or roofing.
 - 2. Interlock bottom edge of roof edge flashing with continuous cleats anchored to substrate at minimum 8-inch centers.
- C. Pipe or Post Counterflashing: Install counter flashing umbrella with close -fitting collar with top edge flared for elastomeric sealant, extending a minimum of 4 inches of base of flashing.

Install stainless steel draw band and tighten.

- D. Counterflashing: Coordinate installation of counter flashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches over base flashing. Lap counterflashing joints a minimum of 4 inches and bed with elastomeric sealant.
 - 1. Secure in a waterproof manner by means of anchor and washer at 36-inch centers.
- E. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof.

3.06 WALL FLASHING INSTALLATION

- A. General: Install sheet metal wall flashing to intercept and exclude penetration moisture according to SMACNA recommendations and as indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors and louvers.
- B. Opening Flashings in Frame Construction: Install continuous head, sill and similar flashings to extend beyond wall openings a minimum of 4 inches or as indicated.
- C. Install reglets per manufacturer's recommendations.

3.07 MISCELLANEOUS FLASHING INSTALLATION

- A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

3.08 FIELD QUALITY CONTROL

- A. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 07 9200 JOINT SEALANTS

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer; 2006 (Reapproved 2011).
- B. ASTM C834 - Standard Specification for Latex Sealants; 2014.
- C. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014.
- D. ASTM C1193 - Standard Guide for Use of Joint Sealants; 2013.
- E. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants; 2008 (Reapproved 2012).
- F. ASTM C1311 - Standard Specification for Solvent Release Sealants; 2014.
- G. ASTM C1330 - Standard Specification for Cylindrical Sealant Backing for Use with Cold Liquid-Applied Sealants; 2002 (Reapproved 2013).
- H. ASTM C1521 - Standard Practice for Evaluating Adhesion of Installed Weatherproofing Sealant Joints; 2013.
- I. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness; 2005 (Reapproved 2010).
- J. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data for Sealants: Submit manufacturer's technical data sheets for each product to be used, that includes the following.
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Sample product warranty.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Field Quality Control Plan: Submit at least two weeks prior to start of installation.
- F. Field Quality Control Log: Submit filled out log for each length or instance of sealant installed, within 10 days after completion of inspections/tests; include bagged test samples and photographic records, if any.

1.04 MOCK UP

- A. Provide mock-up of sealant joints in conjunction with wall and air barrier system.

- B. Construct mock-up with specified sealant types and with other components noted.
- C. Locate where directed. Mockup may remain as part of the Work.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section and with at least three years of documented experience.
- C. Testing Agency Qualifications: Independent firm specializing in performing testing and inspections of the type specified in this section.
- D. Field Quality Control Plan:
 - 1. Visual inspection of entire length of sealant joints.
 - 2. Destructive field adhesion testing of sealant joints, except interior acrylic latex sealant.
 - a. For each different sealant and substrate combination, allow for one test every 100 feet in the first 1000 linear feet, and one test per 1000 linear feet thereafter, or once per floor on each elevation.
 - b. If any failures occur in the first 1000 linear feet, continue testing at frequency of one test per 500 linear feet at no extra cost to Owner.
 - 3. Field testing agency's qualifications.
- E. Field Adhesion Test Procedures:
 - 1. Allow sealants to fully cure as recommended by manufacturer before testing.
 - 2. Record the type of failure that occurred, other information required by test method, and the information required on the Field Quality Control Log.
 - 3. When performing destructive tests, also inspect the opened joint for proper installation characteristics recommended by manufacturer, and report any deficiencies.
 - 4. Deliver the samples removed during destructive tests in separate sealed plastic bags, identified with project, location, test date, and test results, to Owner.
 - 5. If any combination of sealant type and substrate does not show evidence of minimum adhesion or shows cohesion failure before minimum adhesion, report results to Architect.
- F. Destructive Field Adhesion Test: Test for adhesion in accordance with ASTM C1521, using Destructive Tail Procedure.
 - 1. Sample: At least 18 inches long.
 - 2. Minimum Elongation Without Adhesive Failure: Consider the tail at rest, not under any elongation stress; multiply the stated movement capability of the sealant in percent by two; then multiply 1 inch by that percentage; if adhesion failure occurs before the "1 inch mark" is that distance from the substrate, the test has failed.
 - 3. If either adhesive or cohesive failure occurs prior to minimum elongation, take necessary measures to correct conditions and re-test; record each modification to products or installation procedures.

1.06 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Correct defective work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for installed sealants and accessories that fail to achieve watertight seal, exhibit loss of adhesion or cohesion, or do not cure.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Non-Sag Sealants: Permits application in joints on vertical surfaces without sagging or slumping.
 - 1. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 - 2. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com.

3. Pecora Corporation: www.pecora.com.
 4. Sherwin-Williams Company: www.sherwin-williams.com.
 5. Sika Corporation: www.usa-sika.com.
 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
- 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.
1. Dow Corning Corporation: www.dowcorning.com/construction/#sle.
 2. Master Builders Solutions by BASF: www.master-builders-solutions.basf.us/en-us/#sle.
 3. Pecora Corporation: www.pecora.com.
 4. Sherwin-Williams Company: www.sherwin-williams.com.
 5. Sika Corporation: www.usa-sika.com.
 6. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.

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.
1. Lap Joints in Sheet Metal Fabrications: Butyl rubber, non-curing; Type H.
 2. Lap Joints between Manufactured Metal Panels: Butyl rubber, non-curing; Type H.
 3. Butt Joints in Exterior Metal Work and Siding: Acrylic Emulsion; Type G.
 4. Joints between concrete panels and between panels of adjacent work:
 5. Joints between masonry and cast stone: Type U with sand.
- C. Interior Joints: Use non-sag polyurethane sealant, unless otherwise indicated.
1. Wall and Ceiling Joints in Non-Wet Areas: Acrylic emulsion latex sealant.
 2. Floor Joints in Wet Areas: Non-sag polyurethane "non-traffic-grade" sealant suitable for continuous liquid immersion.
 3. Joints between Fixtures in Wet Areas and Floors, Walls, and Ceilings: Mildew-resistant silicone sealant; white.
 4. Other Floor Joints: Self-leveling polyurethane "traffic-grade" sealant.
- D. Interior Wet Areas: Bathrooms, restrooms, kitchens, food service areas, and food processing areas; fixtures in wet areas include plumbing fixtures, food service equipment, countertops, cabinets, and other similar items.

2.03 NONSAG JOINT SEALANTS

- A. Type U-1 - 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 100 percent, 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.
 5. Cure Type: Single-component, neutral moisture curing.
 6. Service Temperature Range: Minus 20 to 180 degrees F.
 7. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 795 Silicone Building Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Pecora Corporation: www.pecora.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- B. Type U-2 - 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 25 percent, minimum.
 2. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: Match adjacent finished surfaces.
 4. Cure Type: Single-component, neutral moisture curing.
 5. Service Temperature Range: Minus 65 to 180 degrees F.
 6. Manufacturers:
 - a. Dow Chemical Company; DOWSIL 999-A Building and Glazing Sealant: consumer.dow.com/en-us/industry/ind-building-construction.html/#sle.
 - b. Pecora Corporation: www.pecora.com.
 - c. Substitutions: See Section 01 6000 - Product Requirements.
- C. Type E - 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.
 2. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
- D. Type A - 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. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.
 4. Service Temperature Range: Minus 40 to 180 degrees F.
 5. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
 - b. Sherwin-Williams Company; Stampede-1/-TX Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - c. BASF Corporation; MasterSeal NP1, One component polyurethane sealant. www.master-builders-solutions.basf.us
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- E. Type J - Polyurethane Sealant for Continuous Water Immersion: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion; suitable for traffic exposure when recessed below traffic surface .
 1. Movement Capability: Plus and minus 35 percent, minimum.
 2. Hardness Range: 20 to 35, Shore A, when tested in accordance with ASTM C661.
 3. Color: To be selected by Architect from manufacturer's standard range.
 4. Service Temperature Range: Minus 40 to 180 degrees F.
 5. Manufacturers:

- a. Sika Corporation; Sikaflex-1a: www.usa-sika.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- F. Type B - Non-Sag "Traffic-Grade" Polyurethane Sealant: ASTM C920, Grade NS, Uses M and A; single or multi-component; explicitly approved by manufacturer for continuous water immersion and traffic without the necessity to recess sealant below traffic surface.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 40 to 50, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: To be selected by Architect from manufacturer's standard range.
- G. Type G - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
 - 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 - 2. Manufacturers:
 - a. Pecora Corporation: www.pecora.com.
 - b. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - c. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
- H. Type C - Butyl Sealant: Solvent-based; ASTM C1311; single component, nonsag; not expected to withstand continuous water immersion or traffic.
 - 1. Hardness Range: 10 to 30, Shore A, when tested in accordance with ASTM C661.
 - 2. Color: To be selected by Architect from manufacturer's standard range.
 - 3. Service Temperature Range: Minus 13 to 180 degrees F.
 - 4. Manufacturers:
 - a. Sherwin-Williams Company; Storm Blaster All Season Sealant: www.sherwin-williams.com/#sle.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- I. Type H - Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.
 - 1. Manufacturers:
 - a. Pecora Corporation; Pecora BA-98 Non-Skinning Butyl Sealant: www.pecora.com/#sle.

2.04 SELF-LEVELING SEALANTS

- A. Type F - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: Grey.
 - 4. Service Temperature Range: Minus 40 to 180 degrees F.
 - 5. Manufacturers:
 - a. Sherwin-Williams Company; Stampede 1SL Polyurethane Sealant: www.sherwin-williams.com/#sle.
 - b. Sika Corporation; Sikaflex-1c SL: www.usa-sika.com/#sle.
- B. Type P - Semi-Rigid Self-Leveling Polyurea Joint Filler: Two-component, 100 percent solids; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic. Joint filler for areas to receive polished concrete finish. Confirm material with system manufacturer / installer.
 - 1. Durometer Hardness, Type A: 75, minimum, after seven days when tested in accordance with ASTM D2240.
 - 2. Color: To be selected by Architect from manufacturer's standard colors.

3. Joint Width, Maximum: 3/4 inch.
4. Manufacturers:
 - a. ARDEX Engineered Cements; ARDEX ARDISEAL RAPID PLUS: www.ardexamericas.com/#sle.
 - b. Euclid Chemical Company; EUCO QWIKjoint UVR: www.euclidchemical.com/#sle.
 - c. Nox-Crete Inc; DynaFlex JF-85: www.nox-crete.com/#sle.

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. Open Cell: 40 to 50 percent larger in diameter than joint width.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, non-staining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Non-corrosive and non-staining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; non-staining.
- F. Sand: White or tan sand, selection based on field mockup.

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.

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. Install bond breaker backing tape where backer rod cannot be used.
- D. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- E. 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.
- F. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- G. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 FIELD QUALITY CONTROL

- A. Perform field quality control inspection/testing as specified in PART 1 under QUALITY ASSURANCE article.
- B. Destructive Adhesion Testing: If there are any failures in first 1000 linear feet, notify Architect immediately.
- C. Remove and replace failed portions of sealants using same materials and procedures as indicated for original installation.
- D. Repair destructive test location damage immediately after evaluation and recording of results.

END OF SECTION

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**SECTION 09 2116
GYPSUM BOARD ASSEMBLIES**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Performance criteria for gypsum board assemblies.
- B. Metal partition and soffit framing.
- C. Metal channel ceiling framing.
- D. Acoustic insulation.
- E. Cementitious backing board.
- F. Gypsum wallboard.
- G. Joint treatment and accessories.
- H. Framing Accessories.

1.02 REFERENCE STANDARDS

- A. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board; 2015.
- B. ASTM C645 - Standard Specification for Nonstructural Steel Framing Members; 2014.
- C. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing; 2012.
- D. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products; 2015.
- E. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board; 2013.
- F. 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.
- G. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs; 2014.
- H. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base; 2014a.
- I. ASTM C1396/C1396M - Standard Specification for Gypsum Board; 2014.
- J. ASTM C1658/C1658M - Standard Specification for Glass Mat Gypsum Panels; 2013.
- K. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2012.
- L. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.
- M. ASTM E413 - Classification for Rating Sound Insulation; 2010.
- N. GA-216 - Application and Finishing of Gypsum Board; 2013.
- O. GA-600 - Fire Resistance Design Manual; 2015.
- P. UL (FRD) - Fire Resistance Directory; current edition.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate special details associated with fireproofing and acoustic seals.
 - 1. Indicate special details associated with fireproofing and acoustical seals.
 - 2. Indicate component details, stud layout, framed openings, anchorage to structure, acoustic details, type and location of fasteners, accessories, and items of other related

- work.
- 3. Describe method for securing studs to track, splicing, and for blocking and reinforcing of framing connections.
- 4. Provide partition legend indicating proposed assembly components at each partition type.
- C. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system. Include framing load charts and limitations.
- D. Product Data: Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- E. Test Reports: For stud framing products that do not comply with ASTM C645 or ASTM C754, provide independent laboratory reports showing maximum stud heights at required spacings and deflections.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Company specializing in performing gypsum board installation and finishing, with minimum 5 years of documented experience.

1.05 MOCK-UP

- A. Provide mock-up of stud wall, ceiling, and soffit framing including insulation, sheathing, window frame, and door frame and finish specified in other sections. Coordinate installation of associated work specified in other sections.
 - 1. Mock-up may remain part of finish work.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.
- B. Interior Partitions, Indicated as Acoustic and/or STC on partition schedule: Provide completed assemblies with the following characteristics:
 - 1. Acoustic Attenuation: STC of 45-49 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.
 - 2. Treat all penetrations and perimeters of wall assembly with acoustical sealant, both sides of wall.
- C. Shaft Walls at HVAC Shafts: Provide completed assemblies with the following characteristics:
 - 1. Air Pressure Within Shaft: Sustained loads of 5 lbf/sq ft with maximum mid-span deflection of L/240.
 - 2. Acoustic Attenuation: STC of 35-39 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.
- D. Shaft Walls at Elevator Shafts: Provide completed assemblies with the following characteristics:
 - 1. Air Pressure Within Shaft: Intermittent loads of 5 lbf/sq ft with maximum mid-span deflection of L/240.
 - 2. Acoustic Attenuation: STC of 35-39 calculated in accordance with ASTM E413, based on tests conducted in accordance with ASTM E90.
- E. Fire Rated Assemblies: Provide completed assemblies as indicated on partition schedule and complying with applicable code.
 - 1. UL Assembly Numbers: Provide construction equivalent to that listed for the particular assembly in the current UL (FRD).

2.02 METAL FRAMING MATERIALS

- A. Manufacturers - Metal Framing, Connectors, and Accessories:
 - 1. ClarkDietrich: www.clarkdietrich.com/#sle.
 - 2. Marino: www.marinoware.com/#sle.
 - 3. Phillips Manufacturing Co: www.phillipsmfg.com/#sle.

4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Non-Loadbearing Framing System Components: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 for the spacing indicated, with maximum deflection of wall framing of L/240 at 5 psf, with steel thickness not less than 20 gauge (30 mils). Adjust steel thickness to comply with deflection with stud heights. Walls with tile or masonry veneer, comply with deflection of wall framing of L/360 at 5psf.
 1. Studs: "C" shaped with knurled or embossed faces.
 2. Runners: U shaped, sized to match studs.
 3. Ceiling Channels: C-shaped.
 4. Furring Members: Hat-shaped sections, minimum depth of 7/8 inch.
- C. Shaft Wall Studs and Accessories: ASTM C645; galvanized sheet steel, of size and properties necessary to comply with ASTM C754 and specified performance requirements.
- D. Partition Head To Structure Connections: Provide track fastened to structure with legs of sufficient length to accommodate deflection, for friction fit of studs cut short and fastened as indicated on drawings.
- E. Tracks and Runners: Same material and thickness as studs, bent leg retainer notched to receive studs.
- F. Furring and Bracing Members: Of same material as studs; thickness to suit purpose; complying with applicable requirements of ASTM C754.
- G. Metal Framing Fasteners: ASTM C1002 self-piercing tapping screws.
- H. Sheet Metal Backing: 0.036 inch thick, galvanized.
- I. Partial Height partitions: Use steel wall stiffeners bolted to floor surface and stud framing at 48" o.c., minimum of two per wall. Provide No-Flex Stud Stiffeners, or approved equal.
www.noflex.com.

2.03 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 1. American Gypsum Company: www.americangypsum.com/#sle.
 2. Georgia-Pacific Gypsum: www.gpgypsum.com/#sle.
 3. National Gypsum Company: www.nationalgypsum.com/#sle.
 4. Temple-Inland Building Product by Georgia-Pacific, LLC: www.temple.com.
 5. USG Corporation: www.usg.com/#sle.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 1. Application: Use for standard vertical surfaces and ceilings, unless otherwise indicated.
 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.
 - a. Mold-resistant board is required whenever board is being installed before the building is enclosed and conditioned.
 - b. Mold resistant board is required at all toilet rooms, janitor closets, laundry rooms, kitchen and similar wet areas at all wet locations such as: Locker, shower, toilet rooms, kitchens, janitor closets, etc and behind plumbing fixtures locations. Also refer to partition schedule and locations otherwise noted.
 3. At Assemblies Indicated with Fire-Resistance Rating: Use type required by indicated tested assembly; if no tested assembly is indicated, use Type X board, UL or WH listed.
 4. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch., sag resistant.
 5. Paper-Faced Products:
 - a. American Gypsum Company; LightRoc Gypsum Wallboard.
 - b. Georgia-Pacific Gypsum; ToughRock.
 - c. Georgia-Pacific Gypsum; ToughRock Fireguard X.

- d. Georgia-Pacific Gypsum; ToughRock Fireguard C.
- e. Substitutions: See Section 01 6000 - Product Requirements.
- 6. Mold Resistant Paper Faced Products:
 - a. American Gypsum Company; M-Bloc.
 - b. Continental Building Products; Mold Defense Type X.
 - c. Georgia-Pacific Gypsum; ToughRock Mold-Guard.
 - d. Georgia-Pacific Gypsum; ToughRock Fireguard X Mold-Guard.
 - e. National Gypsum Company; Gold Bond XP Gypsum Board.
 - f. Lafarge North America Inc; Mold Defense Drywall.
 - g. National Gypsum Company; Gold Bond Brand XP Gypsum Board.
 - h. Temple-Inland Building Product by Georgia-Pacific, LLC; ComfortGuard Mold Resistant Gypsum Board.
 - i. USG Corporation; Sheetrock Brand Mold Tough Gypsum Panels.
- C. Tile Backer Board: As specified in section 09 3000.
- D. Exterior Sheathing Board: As specified in Section 06 1000.
- E. Shaftwall and Coreboard: Type X; 1 inch thick by 24 inches wide, beveled long edges, ends square cut.
 - 1. Glass Mat Faced Type: Glass mat shaftliner gypsum panel or glass mat coreboard gypsum panel as defined in ASTM C1658/C1658M.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

2.04 GYPSUM WALLBOARD ACCESSORIES

- A. Acoustic Insulation: As specified in Section 07 2100.
- B. Acoustic Sealant: Acrylic emulsion latex or water-based elastomeric sealant; do not use solvent-based non-curing butyl sealant.
- C. Acoustic Sealant: Non-hardening, non-skinning, for use in conjunction with gypsum board.
- D. Water-Resistive Barrier: As specified in Section 07 2500.
- E. Finishing Accessories: ASTM C1047, galvanized steel, pre-approved rigid plastic, rolled zinc, pre-approved rigid plastic, or pre-approved rigid plastic, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
 - 3. Products:
 - a. Phillips Manufacturing Co: www.phillipsmfg.com/#sle.
 - b. Trim-tex, Inc: www.trim-tex.com/#sle.
 - c. Fry Reglet Corporation; www.fryreglet.com
 - d. Substitutions: See Section 01 6000 - Product Requirements.
- F. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Fiberglass Tape: 2 inch wide, coated glass fiber tape for joints and corners, except as otherwise indicated.
 - 2. Paper Tape: 2 inch wide, creased paper tape for joints and corners, except as otherwise indicated.
 - 3. Joint Compound: Drying type, vinyl-based, ready-mixed.
 - 4. Joint Compound: Setting type, field-mixed.
- G. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- H. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

2.05 FABRICATION

- A. Fabricate assemblies of framed sections to sizes and profiles required.
- B. Fit, reinforce, and brace framing members to suit design requirements.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.
- B. Verify existing conditions before starting work.
- C. Verify that rough-in utilities are in proper location.

3.02 SHAFT WALL INSTALLATION

- A. Shaft Wall Framing: Install in accordance with manufacturer's installation instructions.
 - 1. Fasten runners to structure with short leg to finished side, using appropriate power-driven fasteners at not more than 24 inches on center.
 - 2. Install studs at spacing required to meet performance requirements.
- B. Shaft Wall Liner: Cut panels to accurate dimensions and install sequentially between special friction studs.
 - 1. On walls over sixteen feet high, screw-attach studs to runners top and bottom.
 - 2. Seal perimeter of shaft wall and penetrations with acoustical sealant.

3.03 FRAMING INSTALLATION

- A. Metal Framing: Install in accordance with ASTM C754 and manufacturer's instructions.
- B. Suspended Ceilings and Soffits: Space framing and furring members at 16 inches on center.
 - 1. Laterally brace entire suspension system.
- C. Studs: Space studs at 16 inches on center or as otherwise scheduled.
 - 1. Extend partition framing to structure in all locations or as otherwise specifically noted on partition schedule.
 - 2. Partitions Terminating at Structure: Attach extended leg top runner to structure, maintain clearance between top of studs and structure, and brace both flanges of studs with continuous bridging.
 - 3. Align stud web openings horizontally.
 - 4. Secure studs to track using fastener method. Do not weld.
 - 5. Stud splicing is not permissible.
 - 6. Fabricate corners using a minimum of three studs.
- D. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jamb, not more than 2 inches from each side of opening. Refer to framing details on plans.
- E. Standard Wall Furring: Install at concrete walls scheduled to receive gypsum board, not more than 4 inches from floor and ceiling lines and abutting walls. Secure in place on alternate channel flanges at maximum 24 inches on center.
 - 1. Orientation: Horizontal.
 - 2. Spacing: As indicated.
- F. Acoustic Furring: Install resilient channels at maximum 24 inches on center. Locate joints over framing members.
- G. Furring for Fire-Resistance Ratings: Install as required for fire-resistance ratings indicated and to GA-600 requirements.
- H. Blocking: Coordinate installed bucks, support systems, anchors and blocking with electrical, mechanical and other work to be placed within or behind stud framing. Install wood blocking for support of:
 - 1. Wall-mounted cabinets.

2. Plumbing fixtures.
3. Toilet partitions.
4. Toilet accessories.
5. Wall-mounted door hardware.

3.04 CEILING AND SOFFIT FRAMING

- A. Install furring after work above ceiling or soffit is complete. Coordinate the location of hangers with other work.
- B. Install furring independent of walls, columns, and above-ceiling work.
- C. Securely anchor hangers to structural members or embed in structural slab. Space hangers as required to limit deflections to criteria indicated. Use rigid hangers at exterior soffits.
- D. Space main carrying channels at maximum 72 inch on center, and not more than 6 inches from wall surfaces. Lap splice securely.
- E. Securely fix carrying channels to hangers to prevent turning or twisting and to transmit full load to hangers.
- F. Place furring channels perpendicular to carrying channels, not more than 2 inches from perimeter walls and rigid secure. Lap splices securely.
- G. Laterally brace suspension system.

3.05 ACOUSTIC ACCESSORIES INSTALLATION

- A. Install insulation material type as indicated in 07 2100 into partition cavities.
- B. 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.
- C. Acoustic Sealant: Install in accordance with manufacturer's instructions.
 1. Place one bead continuously on substrate before installation of perimeter framing members.
 2. Seal around all penetrations by conduit, pipe, ducts, and rough-in boxes, except where firestopping is provided.

3.06 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.
- C. Double-Layer, Nonrated: Use gypsum board for first layer, placed parallel to framing or furring members, with ends and edges occurring over firm bearing. Use glass mat faced gypsum board at exterior walls and at other locations as indicated. Place second layer perpendicular to framing or furring members. Offset joints of second layer from joints of first layer.
- D. Fire-Resistance-Rated Construction: Install gypsum board in strict compliance with requirements of assembly listing.
- E. Mold Resistant Gypsum Board: Use at all wall and ceiling surfaces in toilet rooms, janitor closets, laundry rooms, kitchens, and similar wet areas not indicated to receive wall tile.
 1. At single plumbing fixtures locations: Install from floor to 24 inches vertically above fixture and 12 inches horizontally past edge of fixture.
- F. Tile Backer Board: Install at all locations scheduled to receive tile. Seal all joints penetrations through backer board with sealant. Install in accordance with ANSI A108.11 and manufacturer's instructions.
- G. Installation on Metal Framing: Use screws for attachment of gypsum board except face layer of nonrated double-layer assemblies, which may be installed by means of adhesive lamination.
- H. Moisture Protection: Treat cut edges and holes in moisture resistant gypsum board and exterior gypsum soffit board with sealant.

3.07 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 - 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
 - 2. Not more than 30 feet apart on ceiling over 50 feet long and/or where framing changes directions.
 - 3. At exterior soffits, not more than 30 feet apart in both directions.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.
- D. Exterior Soffit Vents: Install according to manufacturer's written instructions and in locations indicated on the drawings. Provide vent area specified or no less than 1/150 of area vented.

3.08 JOINT TREATMENT

- A. Glass Mat Faced Gypsum Board and Exterior Glass Mat Faced Sheathing: Use fiberglass joint tape, embed and finish with setting type joint compound.
- B. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- C. 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, walls behind specialty dry-erase coatings and other areas specifically indicated.
 - 2. Level 4: Walls and ceilings to receive paint finish or wall coverings, unless otherwise indicated.
 - 3. Level 2: In utility areas, behind cabinetry, and on backing board to receive tile finish.
 - 4. Level 1: Wall areas above finished ceilings, whether or not accessible in the completed construction. Installation must conform to UL or STC ratings at Fire Rated and Acoustical Partitions.
- D. 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.
 - 2. Taping, filling, and sanding are not required at surfaces behind adhesive applied ceramic tile and fixed cabinetry.
 - 3. Taping, filling and sanding is not required at base layer of double layer applications, unless required by UL fire resistance rating.
- E. Fill and finish joints and corners of cementitious backing board as recommended by manufacturer.

3.09 QUALITY CONTROL

- A. Prior to installation of wall board on stud walls, coordinate review with Architect and AHJ inspections and approvals.
- B. Prior to covering up with suspended ceilings, coordinate above ceiling review with Architect. Review to observe installation of acoustical sealant, fire wall installation and labels, mechanical equipment installation and clearances, etc. Coordinate with AHJ inspections and approvals.

3.10 TOLERANCES

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

END OF SECTION

SECTION 09 5100 ACOUSTICAL CEILINGS

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

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

1.02 REFERENCE STANDARDS

- A. ASTM B209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate; 2014.
- B. ASTM B209M - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate [Metric]; 2014.
- C. ASTM C635/C635M - Standard Specification for the Manufacture, Performance, and Testing of Metal Suspension Systems for Acoustical Tile and Lay-in Panel Ceilings; 2013a.
- D. ASTM C636/C636M - Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels; 2013.
- E. ASTM E580/E580M - Standard Practice for Installation of Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels in Areas Subject to Earthquake Ground Motions; 2014.
- F. ASTM E1264 - Standard Classification for Acoustical Ceiling Products; 2014.
- G. UL (FRD) - Fire Resistance Directory; current edition.

1.03 ADMINISTRATIVE REQUIREMENTS

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

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings: Indicate grid layout and related dimensioning.
- C. Product Data: Provide data on suspension system components and acoustical units.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Acoustical Units: Quantity equal to 5 percent of total installed. Provide at a minimum 1 box or carton of ceiling tile.

1.05 QUALITY ASSURANCE

- A. Suspension System Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- B. Acoustical Unit Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.

1.06 FIELD CONDITIONS

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Acoustic Tiles/Panels:

1. Armstrong World Industries, Inc: www.armstrongceilings.com/#sle.
 2. CertainTeed Corporation: www.certainteed.com/#sle.
 3. USG Corporation: www.usg.com/ceilings/#sle.
 4. Substitutions: See Section 01 6000 - Product Requirements.
- B. Suspension Systems:
1. Same as for acoustical units.

2.02 ACOUSTICAL UNITS

- A. Acoustical Units - General: ASTM E1264, Class A.
- B. Acoustical Panels, Type ACT-02: Painted mineral fiber, with the following characteristics:
1. Classification: ASTM E1264 Type IV.
 2. Size: 24 by 24 inches.
 3. Thickness: 3/4 inch.
 4. Composition: Wet felted.
 5. Light Reflectance: 83 percent, determined in accordance with ASTM E1264.
 6. NRC Range: 5 to _____, determined in accordance with ASTM E1264.
 7. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
 8. Panel Edge: Beveled Tegular.
 9. Surface Pattern: Fine Texture.
 10. Color: White.
 11. Suspension System: Exposed grid.
 12. Products:
 - a. Armstrong World Industries, Inc; Ultima 1911 1774: www.armstrongceilings.com/#sle.
- C. Acoustical Panels, Type ACT-01: Wet-formed mineral fiber with scrubbable, factory-applied latex paint finish, with the following characteristics:
1. Classification: ASTM E1264 Type IX.
 - a. Form: 2, water felted.
 - b. Pattern: "G" - smooth.
 2. Size: 24 by 24 inches.
 3. Thickness: 5/8 inches.
 4. Light Reflectance: 89 percent, determined in accordance with ASTM E1264.
 5. Ceiling Attenuation Class (CAC): 33, determined in accordance with ASTM E1264.
 6. Panel Edge: Square.
 7. Color: White.
 8. Suspension System: Exposed grid. Prelude Plus XL Aluminum 15/16".
 9. Accessories: Retention Clips @ Kitchen.
 10. Durability Characteristics:
 - a. Humidity/ Sag Resistance: HumiGuard Plus.
 - b. Anti-Mold and Mildew: Bioblock.
 11. Products:
 - a. Armstrong World Industries; Kitchen Zone 673: www.armstrongceilings.com/.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
- D. Acoustical Panels, Type ACT-02: Mineral fiber with factory-applied latex paint finish on DuraBrite acoustically transparent membrane, with the following characteristics:
1. Classification: ASTM E1264 Type IV.
 - a. Form: 2, cloth.
 - b. Pattern: "E" - lightly textured.
 2. Size: 24 by 24 inches.
 3. Thickness: 3/4 inch.
 4. Light Reflectance: 88 percent, determined in accordance with ASTM E1264.
 5. NRC Range: 0.75, determined in accordance with ASTM E1264.

6. Ceiling Attenuation Class (CAC): 35, determined in accordance with ASTM E1264.
7. Panel Edge: BeveledTegular.
8. Color: White.
9. Suspension System: Exposed Grid. Prelude XL 15/16".
10. Durability Characteristics:
 - a. Humidity/ Sag Resistance: HumiGuard Plus.
 - b. Anti-Mold and Mildew: Bioblock.
11. Products:
 - a. Armstrong World Industries, Inc; Ultima 1911: www.armstrongceilings.com.
 - b. Substitutions: See Section 01 6000 - Product Requirements.

2.03 SUSPENSION SYSTEM(S)

- A. Metal Suspension Systems - General: Complying with ASTM C635/C635M; die cut and interlocking components, with perimeter moldings, hold down clips, stabilizer bars, clips, and splices as required.
- B. Exposed Suspension System: Hot-dipped galvanized steel grid with aluminum cap; factory-applied closed-cell foam gaskets.
 1. Structural Classification: Heavy-duty, when tested in accordance with ASTM C635/C635M.
 2. Profile: Tee; 15/16 inch face width.
 3. Finish: Baked enamel.
 4. Products:
 - a. At ACT-02: Armstrong: Prelude XL 15/16" Exposed Tee.. www.armstrongceilings.com.
 - b. At ACT-01: Armstrong: Prelude Plus XL Aluminum 15/16" Exposed Tee: www.armstrongceilings.com/.
 - c. Substitutions: See Section 01 6000 - Product Requirements.

2.04 ACCESSORIES

- A. Support Channels and Hangers: Galvanized steel; size and type to suit application, seismic requirements, and ceiling system flatness requirement specified.
- B. Hanger Wire: 12-gage 0.08 inch galvanized steel wire.
- C. Hold-Down Retention Clips: Manufacturer's standard clips to suit application.
- D. Perimeter Moldings: Same metal and finish as grid.
 1. Angle Molding: L-shaped, for mounting at same elevation as face of grid.
- E. Acoustical Insulation: Specified in Section 07 2100.
 1. Thickness: 2 inch.
 2. Size: To fit acoustical suspension system.
- F. Gypsum Board: Fire rated type; 5/8 inch thick, ends and edges square, paper faced.
- G. Acoustical Sealant For Perimeter Moldings: Specified in Section 07 9005.
- H. Touch-up Paint: Type and color to match acoustical ceiling tiles and grid units.

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 INSTALLATION - SUSPENSION SYSTEM

- A. Install suspension system in accordance with ASTM C636/C636M, ASTM E580/E580M, ASTM C636/C636M, ASTM E580/E580M, ASTM C636/C636M, and ASTM E580/E580M and as supplemented in this section.

- B. Rigidly secure system, including integral mechanical and electrical components, for maximum deflection of 1:360.
- C. Perimeter Molding: Install at intersection of ceiling and vertical surfaces and at junctions with other interruptions.
 - 1. Use longest practical lengths.
- D. Suspension System, Non-Seismic: Hang suspension system independent of walls, columns, ducts, pipes and conduit. Where carrying members are spliced, avoid visible displacement of face plane of adjacent members.
- E. Where ducts or other equipment prevent the regular spacing of hangers, reinforce the nearest affected hangers and related carrying channels to span the extra distance.
- F. Do not support components on main runners or cross runners if weight causes total dead load to exceed deflection capability.
- G. Support fixture loads using supplementary hangers located within 6 inches of each corner, or support components independently.
- H. Do not eccentrically load system or induce rotation of runners.

3.03 INSTALLATION - ACOUSTICAL UNITS

- A. Install acoustical units in accordance with manufacturer's instructions.
- B. Fit acoustical units in place, free from damaged edges or other defects detrimental to appearance and function.
- C. Fit border trim neatly against abutting surfaces.
- D. Install acoustical units level, in uniform plane, and free from twist, warp, and dents.
- E. Cutting Acoustical Units:
 - 1. Make field cut edges of same profile as factory edges.
 - 2. Double cut and field paint exposed reveal edges.
- F. Where round obstructions occur, provide preformed closures to match perimeter molding.
- G. At partitions that extend only to underside of ceiling grid, lay acoustical insulation for a distance of 48 inches either side of acoustical partitions.
- H. Install hold-down clips on each panel to retain panels tight to grid system; comply with fire rating requirements.

3.04 TOLERANCES

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

END OF SECTION

**SECTION 09 6500
RESILIENT FLOORING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Resilient tile flooring.
- B. Resilient base.
- C. Installation accessories.

1.02 RELATED REQUIREMENTS

- A. Section 03 3000 - Cast-in-Place Concrete: Restrictions on curing compounds for concrete slabs and floors to receive adhesive-applied resilient flooring.

1.03 REFERENCE STANDARDS

- A. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.
- B. ASTM F710 - Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring; 2011.
- C. ASTM F1066 - Standard Specification for Vinyl Composition Floor Tile; 2004 (Reapproved 2014).
- D. ASTM F1861 - Standard Specification for Resilient Wall Base; 2008 (Reapproved 2012).
- E. ASTM F2169 - Standard Specification for Resilient Stair Treads; 2015.
- F. BAAQMD 8-51 - Bay Area Air Quality Management District Regulation 8, Rule 51, Adhesive and Sealant Products; www.baaqmd.gov; 2002.
- G. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.
- H. RFCI (RWP) - Recommended Work Practices for Removal of Resilient Floor Coverings; Resilient Floor Covering Institute; October 2011.
- I. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition; www.aqmd.gov.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; including sizes, patterns and colors available; and installation instructions.
- C. Selection Samples: Submit manufacturer's complete set of color samples for Architect's initial selection.
- D. Certification: Prior to installation of flooring, submit written certification by flooring manufacturer and adhesive manufacturer that condition of sub-floor is acceptable.
- E. Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning, stripping, and re-waxing.
- F. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Flooring Material: 5 percent or 10 square feet of each type and color.
 - 3. Extra Wall Base: 20 linear feet of each type and color.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Protect roll materials from damage by storing on end.

1.06 FIELD CONDITIONS

- A. Maintain temperature in storage area between 55 degrees F and 90 degrees F.

- B. Store materials for not less than 48 hours prior to installation in area of installation at a temperature of 70 degrees F to achieve temperature stability. Thereafter, maintain conditions above 55 degrees F.

PART 2 PRODUCTS

2.01 TILE FLOORING

- A. Vinyl Composition Tile - Type VCT-01: Homogeneous, with color extending throughout thickness.
 - 1. Manufacturers:
 - a. Tarkett; Tarkett VCT II: <https://commercial.tarkett.com/>.
 - b. Substitutions: See Section 01 6000 - Product Requirements.
 - 2. Minimum Requirements: Comply with ASTM F1066, of Class corresponding to type specified.
 - 3. Size: 12 by 12 inch.
 - 4. Thickness: 0.125 inch.
 - 5. Color: 556 Sandstone.

2.02 RESILIENT BASE

- A. Resilient Base - Type RBB: ASTM F1861, Type TS rubber, vulcanized thermoset; top set Style B, Cove.
 - 1. Manufacturers:
 - a. Burke Flooring; Commercial Wall Base - TS: www.burkeflooring.com/#sle.
 - b. Johnsonite, a Tarkett Company; Baseworks: www.johnsonite.com/#sle.
 - c. Roppe Corp; Thermoset Rubber Wall Base: www.roppe.com/#sle.
 - 2. Height: 4 inch.
 - 3. Thickness: 0.125 inch.
 - 4. Finish: Satin.
 - 5. Length: Roll good only.
 - 6. Color: To be selected by Architect from manufacturer's full range.

2.03 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by adhesive material manufacturer.
- B. Primers, Adhesives, and Seam Sealer: Waterproof; types recommended by flooring manufacturer.
 - 1. Provide only products having lower volatile organic compound (VOC) content than required by the more stringent of the South Coast Air Quality Management District Rule No.1168 and the Bay Area Air Quality Management District Regulation 8, Rule 51.
- C. Moldings, Transition and Edge Strips: Vinyl.
 - 1. Product: Johnsonite Slim Line.
 - a. Color: Match
 - b. Location: Use where LVT or CPT abuts flooring of another height.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces are flat to tolerances acceptable to flooring manufacturer, free of cracks that might telegraph through flooring, clean, dry, and free of curing compounds, surface hardeners, and other chemicals that might interfere with bonding of flooring to substrate.
- B. Cementitious Sub-floor Surfaces: Verify that substrates have fully cured and ready for resilient flooring installation by testing for moisture, pH and compression strength.
 - 1. Obtain instructions if test results are not within limits recommended by resilient flooring manufacturer and adhesive materials manufacturer.
 - 2. Verify cementitious sub-floor and any fillers have reached minimum 3000 psi strength.
- C. Verify that required floor-mounted utilities are in correct locations.

3.02 PREPARATION

- A. Remove existing resilient flooring and flooring adhesives; follow the recommendations of RFCI (RWP).
- B. Prepare floor substrates as recommended by flooring and adhesive manufacturers. Remove curing compounds, surface hardeners or other chemicals that may interfere with adhesive bonding. Where subfloor moisture levels are higher than acceptable installation range, prepare or condition space as necessary to permit installation. The use of moisture barrier membrane is acceptable.
- C. Remove sub-floor ridges and bumps. Fill minor low spots, cracks, joints, holes, and other defects with sub-floor filler to achieve smooth, flat, hard surface.
- D. Prohibit traffic until filler is fully cured.
- E. Clean substrate.

3.03 INSTALLATION - GENERAL

- A. Starting installation constitutes acceptance of sub-floor conditions.
- B. Install in accordance with manufacturer's written instructions.
- C. Adhesive-Applied Installation:
 - 1. Fit joints and butt seams tightly.
 - 2. Set flooring in place, press with heavy roller to attain full adhesion.
- D. Where type of floor finish, pattern, or color are different on opposite sides of door, terminate flooring under centerline of door. Where flooring is similar, continue seamlessly through opening.
- E. Install edge strips at unprotected or exposed edges, where flooring terminates, and where indicated.
- F. Scribe flooring to walls, columns, cabinets, floor outlets, and other appurtenances to produce tight joints.
- G. Install feature strips where indicated.

3.04 INSTALLATION - TILE FLOORING

- A. Mix tile from container to ensure shade variations are consistent when tile is placed, unless otherwise indicated in manufacturer's installation instructions.

3.05 INSTALLATION - RESILIENT BASE

- A. Fit joints tightly and make vertical. Use coil stock when available and install in longest runs with minimal joints possible.
- B. Miter internal corners. At external corners, 'V' cut back of base strip to 2/3 of its thickness and fold.
- C. Install base on solid backing. Bond tightly to wall and floor surfaces.
- D. Scribe and fit to door frames and other interruptions.

3.06 CLEANING

- A. Remove excess adhesive from floor, base, and wall surfaces without damage.
- B. Clean in accordance with manufacturer's written instructions.

3.07 PROTECTION

- A. Prohibit traffic on resilient flooring for 48 hours after installation.
- B. Seal and Wax resilient flooring with two coats and/as recommended by manufacturer. For products that do not require wax, provide temporary protection until project completion.

END OF SECTION

SECTION 09 6813 TILE CARPETING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Carpet tile, fully adhered.
- B. Removal of existing carpet tile.

1.02 RELATED REQUIREMENTS

- A. Section 09 0561 - Common Work Results for Flooring Preparation: Removal of existing floor coverings, cleaning, and preparation.
- B. Section 09 0561 - Common Work Results for Flooring Preparation: Concrete slab moisture and alkalinity testing and remediation procedures.

1.03 REFERENCE STANDARDS

- A. ASTM D2859 - Standard Test Method for Ignition Characteristics of Finished Textile Floor Covering Materials; 2006 (Reapproved 2011).
- B. ASTM E648 - Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source; 2014c.
- C. ASTM F2170 - Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes; 2011.
- D. CRI 104 - Standard for Installation of Commercial Carpet; 2015.
- E. NFPA 253 - Standard Method of Test for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source; 2015.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- C. Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- D. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Carpet Tiles: Quantity equal to 5 percent of total installed of each color and pattern installed.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing specified carpet tile with minimum three years documented experience.
- B. Installer Qualifications: Company specializing in installing carpet tile with minimum three years documented experience and approved by carpet tile manufacturer.
- 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. Tile Carpeting, Type CPT-01: Multi-Level Pattern Loop, manufactured in one color dye lot.
 - 1. Product: Mainstreet Profusion Tile manufactured by Philadelphia Commercial (Shaw).
 - 2. Color: 00510 Oodles.
 - 3. Installation Method: Match existing adjacent rooms.
 - 4. Critical Radiant Flux: Minimum of 0.22 watts/sq cm, when tested in accordance with ASTM E648 or NFPA 253.

5. Gauge: 1/10 inch.
6. Stitches: 9 per inch.
7. Primary Backing Material: Synthetic.
8. Secondary Backing Material: Strataworx.
9. Total Weight: 15 oz/sq yd.

2.02 ACCESSORIES

- A. Subfloor Filler: White premix latex; type recommended by flooring material manufacturer.
- B. Edge Strips: Rubber, matching color of rubber base.
- C. Carpet Tile Adhesive: Recommended by carpet tile manufacturer; releasable type.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that subfloor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet 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 carpet tile.
- C. Verify that subfloor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to subfloor surfaces.
- D. Cementitious Subfloor Surfaces: Verify that substrates are ready for flooring installation by testing for moisture and alkalinity (pH).
 1. Test in accordance with Section 09 0561.
 2. Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.
- E. Verify that required floor-mounted utilities are in correct location.

3.02 PREPARATION

- A. Remove existing carpet tile.
- B. Prepare floor substrates for installation of flooring in accordance with Section 09 0561.
- C. Prepare floor substrates as recommended by flooring and adhesive manufacturers.

3.03 INSTALLATION

- A. Starting installation constitutes acceptance of subfloor conditions.
- B. Install carpet tile in accordance with manufacturer's instructions.
- C. Blend carpet from different cartons to ensure minimal variation in color match.
- D. Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- E. Lay carpet tile in pattern matching existing adjacent rooms, with pile direction parallel to next unit, set parallel to building lines.
- F. Trim carpet tile neatly at walls and around interruptions.
- G. Complete installation of edge strips, concealing exposed edges.

3.04 CLEANING

- A. Remove excess adhesive without damage, from floor, base, and wall surfaces.
- B. Clean and vacuum carpet surfaces.

END OF SECTION

**SECTION 09 9113
EXTERIOR PAINTING**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated, including the following:
 - 1. Exposed surfaces of steel lintels, ledge angles, and exterior primed or unfinished metals.
 - 2. Mechanical and Electrical:
 - a. On the roof and outdoors, paint equipment that is exposed to weather or to view, including factory-finished materials.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Non-metallic roofing and flashing.
 - 6. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, zinc, and lead.
 - 7. Floors, unless specifically indicated.
 - 8. Ceramic and other types of tiles.
 - 9. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.
 - 10. Exterior insulation and finish system (EIFS).
 - 11. Glass.
 - 12. Concealed pipes, ducts, and conduits.

1.02 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, www.paintinfo.com.
- E. SSPC-SP 1 - Solvent Cleaning; 2015.
- F. SSPC-SP 2 - Hand Tool Cleaning; 1982 (Ed. 2004).
- G. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).

3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 1. Where sheen is specified, submit samples in only that sheen.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 1. See Section 01 6000 - Product Requirements, for additional provisions.
 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 3. Label each container with color in addition to the manufacturer's label.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum three years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum five (5) years experience.
- C. Provide field testing for adhesion per ASTM D4551 for paint applied to steel and galvanized steel surfaces in locations directed by Architect, quantity of 2 locations.

1.05 MOCK-UP

- A. Locate where directed by Architect.
- B. Mock-up may remain as part of the work.

1.06 DELIVERY, STORAGE, AND HANDLING

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

1.07 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. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- D. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 1. Base Manufacturer: Sherwin Williams.
 2. Behr Process Corporation: www.behr.com/#sle.
 3. PPG Paints: www.ppgpaints.com/#sle.
 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless required to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 - 3. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 4. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- C. Colors: As indicated in Color Schedule.
 - 1. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Paint WE-OP-3L - Wood, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer, all side of wood surfaces.
 - 2. On backside of concealed wood trim: One coat of latex primer sealer.
 - 3. Semi-gloss: Two coats of latex enamel.
- B. Paint CE-OP-3L - Masonry/Concrete, Opaque, Latex, 3 Coat:
 - 1. One coat of block filler. Sherwin Williams Loxon Block Surfer A24W200, coordinate requirements with coating manufacturer.
 - 2. Concrete and Masonry Coatings per Section 09 9723.
- C. Paint GE-OP-3L - Exterior Gypsum Board and Exterior Plaster, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer. Loxon Concrete & Masonry Primer Sealer, A24W8300
 - 2. Flat: Two coats of latex; A-100 Exterior Latex Flat, A6 Series.
- D. Paint ME-OP-3A - Ferrous Metals, Unprimed, Acrylic, 3 Coat:
 - 1. One coat of acrylic primer. Sherwin Williams B66-310 Series
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- E. Paint ME-OP-3B - Ferrous Metals, Unprimed, Acrylic, 2 Coat: Exposed Exterior Structural Steel
 - 1. Touch Up of manufacturer acrylic primer: As recommended by Tnemec
 - 2. Semi-gloss: Two coats of HDP acrylic enamel; Tnemec Enduratone Series 1029.
- F. Paint ME-OP-2A - Ferrous Metals, Primed, Acrylic, 2 Coat:
 - 1. Touch-up with rust-inhibitive primer recommended by top coat manufacturer.
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- G. Paint MgE-OP-3A - Galvanized Metals, Acrylic, 3 Coat:
 - 1. One coat galvanize primer.
 - 2. Semi-gloss: Two coats of acrylic enamel; Sherwin Williams B66-650 Series.
- H. Paint MgE-OP-3X - Exterior Metal Handrails & Door Frames, Acrylic, 3 Coat:
 - 1. One coat ProCryl Universal Primer B66-310 Series.
 - 2. Semi-gloss: Two coats of DTM acrylic enamel; Sherwin Williams B66-200 Series.

2.04 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 - 1. Exterior Plaster and Stucco: 12 percent.
 - 2. Fiber Cement Siding: 12 percent.
 - 3. Masonry, Concrete, and Concrete Masonry Units: 12 percent.
 - 4. Exterior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
 - 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- G. Masonry:
 - 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
 - 2. Prepare surface as recommended by top coat manufacturer.
- H. Fiber Cement Siding: Remove dirt, dust and other foreign matter with a stiff fiber brush. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- I. Exterior Gypsum Board: Fill minor defects with exterior filler compound. Spot prime defects after repair.
- J. Exterior Plaster: Fill hairline cracks, small holes, and imperfections with exterior patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.
- K. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- L. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP

6 "Commercial Blast Cleaning". Protect from corrosion until coated.

- M. Exterior Wood Surfaces to Receive Opaque Finish: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior calking compound after prime coat has been applied. Back prime concealed surfaces before installation.
- N. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Exterior Wood to Receive Opaque Finish: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.
- C. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- D. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- E. Apply each coat to uniform appearance.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- G. Sand wood and metal surfaces lightly between coats to achieve required finish.
- H. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.
- I. Wood to Receive Transparent Finishes: Tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.
- J. Reinstall electrical cover plates, hardware, light fixture trim, escutcheons, and fittings removed prior to finishing.

3.04 CLEANING

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

3.05 PROTECTION

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

END OF SECTION

**SECTION 09 9123
INTERIOR PAINTING**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish interior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Both sides and edges of plywood backboards for electrical and telecom equipment before installing equipment.
 - 2. Prime surfaces to receive wall coverings.
 - 3. Mechanical and Electrical:
 - a. In finished areas, paint insulated and exposed pipes, conduit, boxes, insulated and exposed ducts, hangers, brackets, collars and supports, mechanical equipment, and electrical equipment, unless otherwise indicated.
 - b. In finished areas, paint shop-primed items.
 - c. Paint interior surfaces of air ducts that are visible through grilles and louvers with one coat of flat black paint to visible surfaces.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, bar code labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne coated stainless steel, and lead items.
 - 6. Marble, granite, slate, and other natural stones.
 - 7. Floors, unless specifically indicated.
 - 8. Ceramic and other tiles.
 - 9. Glass.
 - 10. Concealed pipes, ducts, and conduits.

1.02 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.03 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications; 2014.
- C. ASTM D4442 - Standard Test Methods for Direct Moisture Content Measurement of Wood and Wood-Base Materials; 2007.
- D. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition, www.paintinfo.com.
- E. SSPC-SP 1 - Solvent Cleaning; 2015.
- F. SSPC-SP 2 - Hand Tool Cleaning; 1982 (Ed. 2004).
- G. SSPC-SP 3 - Power Tool Cleaning; 1982 (Ed. 2004).
- H. SSPC-SP 6 - Commercial Blast Cleaning; 2007.

1.04 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. MPI product number (e.g. MPI #47).
 - 3. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
 - 4. Manufacturer's installation instructions.
- C. Samples: Submit three paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.
 - 1. Where sheen is specified, submit samples in only that sheen.
- D. Manufacturer's Instructions: Indicate special surface preparation procedures.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. See Section 01 6000 - Product Requirements, for additional provisions.
 - 2. Extra Paint and Finish Materials: 1 gallon of each color; from the same product run, store where directed.
 - 3. Label each container with color in addition to the manufacturer's label.

1.05 QUALITY ASSURANCE

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

1.06 MOCK-UP

- A. See Section 01 4000 - Quality Requirements, for general requirements for mock-up.
- B. Provide panel, 3 feet long by 3 feet wide, illustrating each paint color, texture, and finish.
- C. Provide mock-up on-site of each accent paint colors selected by Architect, minimum 3 feet long by 3 feet wide, in location as directed by Architect. Accent colors to be reviewed by Architect for final approval PRIOR to accent painting starting. Proceeding with Accent painting without approval is done so at Contractor's own risk.
- D. Provide door and frame assembly illustrating paint color, texture, and finish.
- E. Locate where directed by Architect.
- F. Mock-up may remain as part of the work.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 FIELD CONDITIONS

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

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

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes used in any individual system from the same manufacturer; no exceptions.
- B. Paints:
 - 1. Base Manufacturer: Sherwin Williams Company.
 - 2. Behr Process Corporation: www.behr.com/#sle.
 - 3. PPG Paints: www.ppgpaints.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Block Fillers: Same manufacturer as top coats.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready mixed, unless intended to be a field-catalyzed paint.
 - 1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 - 2. Supply each paint material in quantity required to complete entire project's work from a single production run.
 - 3. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is specifically described in manufacturer's product instructions.
- B. Colors: As indicated on drawings.
 - 1. Allow for minimum of three colors for each system, unless otherwise indicated, without additional cost to Owner.
 - 2. In finished areas, finish pipes, ducts, conduit, and equipment the same color as the wall/ceiling they are mounted on/under.

2.03 PAINT SYSTEMS - INTERIOR

- A. Paint WI-OP-3L - Wood, Opaque, Latex, 3 Coat:
 - 1. One coat of latex primer sealer. PrepRite ProBlock Latex Primer Sealer B51 Series
 - 2. Semi-gloss: Two coats of latex enamel; Pro Industrial Acrylic Semi Gloss B66-650 Series.
- B. Paint MI-OP-3L - Ferrous Metals, Unprimed, Latex, 3 Coat:
 - 1. One coat of acrylic primer. ProCryl Universal Primer B66-310 Series
 - 2. Semi-gloss: Two coats of acrylic enamel; Pro Industrial Semi-Gloss B66-650 Series.
- C. Paint MI-OP-2A - Ferrous Metals, Primed, Acrylic, 2 Coat:
 - 1. Touch-up with recommended primer.
 - 2. Semi-gloss: Two coats of acrylic enamel; Pro Industrial Semi Gloss B66-650 Series.
- D. Paint MI-OP-2L - Ferrous Metals / Roof Deck / Exposed Interior Structure, Primed, Latex, 2 Coat:
 - 1. Touch-up with recommended primer. Pro-Cryl B66-310 Series
 - 2. Semi-gloss: Two coats of water borne acrylic dryfall Pro Industrial Semi Gloss B42-80 Series. .
- E. Paint CI-OP-3E - Concrete/Masonry, Epoxy Enamel, 3 Coat:
 - 1. One coat of catalyzed epoxy primer. Loxon Block Surfacer A24W200
 - 2. Gloss: Two coats of catalyzed epoxy enamel: Full Gloss. Pro Industrial Precatalyzed Gloss Epoxy B73-300 Series .
- F. Paint GI-OP-3L - Gypsum Board/Plaster, Latex, 3 Coat:
 - 1. One coat of alkyd primer sealer. ProMar 200 Primer B28W2600 Series
 - 2. Semi-gloss: Two coats of latex enamel.
 - 3. Eggshell: Two coats of latex enamel; ProMar 200 B20-2600 Series.

4. Flat: Two coats of latex enamel; B30-2600 Series (ceilings).
- G. Paint GI-OP-3M - Gypsum Board/Plaster, Epoxy Enamel, 3 Coat:
 1. One coat of latex primer sealer. ProMar 200 Latex Primer B28W2600 Series
 2. Gloss: Two coats of water based catalized epoxy enamel; Pro Industrial Epoxy B73-300 Series.
- H. Paint FI-OP-3A - Fabrics/Insulation Jackets, Alkyd, 3 Coat:
 1. One coat of alkyd primer sealer.
 2. Eggshell: Two coats of alkyd enamel.

2.04 ACCESSORY MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. Test shop-applied primer for compatibility with subsequent cover materials.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
 1. Gypsum Wallboard: 12 percent.
 2. Interior Wood: 15 percent, measured in accordance with ASTM D4442.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces or finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Concrete:
 1. Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- G. Masonry:
 1. Remove efflorescence and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces or if alkalinity of mortar joints exceed that permitted in manufacturer's written instructions. Allow to dry.
- H. Gypsum Board: Fill minor defects with filler compound. Spot prime defects after repair.
- I. Galvanized Surfaces:
 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- J. Ferrous Metal:
 1. Solvent clean according to SSPC-SP 1.

2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.
- K. 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.
- L. Wood Doors to be Field-Finished: Seal wood door top and bottom edge surfaces with clear sealer.
- M. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

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

3.04 CLEANING

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

3.05 PROTECTION

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

END OF SECTION

**SECTION 09 9723
CONCRETE AND MASONRY COATINGS**

PART 1 GENERAL V.20

1.01 SECTION INCLUDES

- A. Moisture resistant textured concrete and masonry coatings installed on surface of exposed exterior concrete foundations and masonry walls.

1.02 REFERENCE STANDARDS

- A. ASTM B117 - Standard Practice for Operating Salt Spray (Fog) Apparatus; 2011.
- B. ASTM D522/D522M - Standard Test Methods for Mandrel Bend Test of Attached Organic Coatings; 2013.
- C. ASTM D968 - Standard Test Methods for Abrasion Resistance of Organic Coatings by Falling Abrasive; 2005 (Reapproved 2010).
- D. ASTM D2243 - Standard Test Method for Freeze-Thaw Resistance of Water-Borne Coatings; 1995 (Reapproved 2014).
- E. ASTM D6904 - Standard Practice for Resistance to Wind-Driven Rain for Exterior Coatings Applied on Masonry; 2003 (Reapproved 2013).
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.
- G. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials; 2014.
- H. ASTM G153 - Standard Practice for Operating Enclosed Carbon Arc Light Apparatus for Exposure of Nonmetallic Materials; 2013.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data indicating coating materials.
- C. Samples: Submit two samples 4 by 4 inch in size illustrating colors and textures available for selection.
- D. Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.

1.04 QUALITY ASSURANCE

- A. Maintain one copy of each referenced document that applies to application on site.
- B. Manufacturer Qualifications: Company specializing in manufacturing the Products specified in this section with minimum three years documented experience.
- C. Applicator Qualifications: Company specializing in performing the work of this section with minimum 3 years documented experience.

1.05 FIELD CONDITIONS

- A. Do not install materials when temperature is below 55 degrees F or above 90 degrees F.
- B. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- C. Restrict traffic from area where coating is being applied or is curing.

1.06 WARRANTY

- A. See Section 01 7800 - CLOSEOUT SUBMITTALS, for additional warranty requirements.
- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Concrete and Masonry Coatings:
 - 1. Sto Corp; StoColor Acryl Plus: www.stocorp.com/#sle.
 - 2. Textured Coatings of America, Inc: www.texcote.com/#sle.
 - 3. BASF; Masterprotect HB 400. (Formerly Thorocoat). www.master-builder-solutions.basf.us
 - 4. Substitutions: Section 01 6000 - Product Requirements.

2.02 CONCRETE AND MASONRY COATINGS

- A. Provide high-build, weather resistant coating systems that meet the following minimum performance criteria, unless more stringent criteria are specified:
 - 1. Salt Spray Resistance: Passes when tested according to ASTM B117 for 2000 hours.
 - 2. Surface Burning Characteristics: Flame spread/Smoke developed index of 0/0, maximum, when tested in accordance with ASTM E84.
 - 3. Accelerated Outdoor Exposure: Passes when tested according to ASTM G153 for 5,000 hours.

2.03 MATERIALS

- A. Coatings - General: Provide complete systems formulated and recommended by manufacturer for the applications indicated, in the thicknesses indicated.
- B. High Build, One Coat, Water Based Textured Coating for 'Green' Concrete: Water based, epoxy-acrylic resin with graded perlite aggregate.
 - 1. Stated by manufacturer as suitable for installation on visibly damp surfaces and concrete that has hardened but is not fully cured ("green" concrete) without requiring a primer.
 - 2. Dry Film Thickness: 15 mils, minimum.
 - 3. Flexibility Test: Passing, when tested according to ASTM D522/D522M with a 1 inch mandrel.
 - 4. Abrasion Resistance: Passing, when tested according to ASTM D968 with 792 gallons of falling sand.
 - 5. Freeze Thaw Resistance: Passing, when tested according to ASTM D2243 for 50 cycles.
 - 6. Wind Driven Rain Resistance: Passing, when tested according to ASTM D6904 at 98 miles per hour for 24 hours.
 - 7. Water Vapor Transmission: 20 perms, maximum, when tested in accordance with ASTM E96/E96M.
 - 8. Color: From full range of manufacturer's standard colors..
 - 9. Texture: Sand.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- C. Cementitious Substrates: Do not begin application until substrate has cured 28 days minimum and measured moisture content is not greater than 16 percent.
- D. Masonry: Verify masonry joints are struck flush.

3.02 PREPARATION

- A. Clean surfaces of loose foreign matter.
- B. Remove substances that would bleed through finished coatings.
- C. Remove finish hardware, fixture covers, and accessories and store.

- D. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.

3.03 PRIMING

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.
- B. Concrete and Masonry: Prior to priming, patch holes and indentations and fill cracks with manufacturer's recommended crack repair material.

3.04 COATING APPLICATION

- A. Apply coatings in accordance with manufacturer's instructions, to thicknesses specified.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

3.05 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.

3.06 PROTECTION

- A. Protect finished work from damage.

END OF SECTION